



**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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The Minneapolis Public Schools does not discriminate on the basis of race, creed, color, religion, ancestry, national origin, sex affectional preference, handicap, marital status, status with regard to public assistance, Vietnam era veteran status and age in its educational programs or activities and complies with Title IX, of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and other applicable federal or state statutes and regulations relating to equality of opportunity.

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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 children of the City of Minneapolis. 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 graduation standards to understand; and methods to meet those standards throughout the grade levels must continue to 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. We 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. Students who arrive in school hungry, with serious emotional, mental, and physical health problems, who lack a stable home environment, or who may be victims of neglect and violence, require counseling and additional support. Their trip to and from school is sometimes dangerous. Many must work at after-school and weekend jobs to help support themselves or their families, which limits their study time.

While many parents and guardians are deeply committed to their children's education, many are unsure of how best to support their children's performance. Many work long hours themselves or are disheartened by the oppression of a welfare system. Some seek out contact with teachers; others avoid contact, finding schools intimidating and out of touch with the culture of their lives.

Teachers acknowledge their need to learn but many are overwhelmed by the monumental task of providing support to children who are so in need of stability, food, and nurturing. 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 and parents 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 heroic efforts to educate children from a dysfunctional community.

However great the challenges may be of educating each Minneapolis student to her or his 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

- The Strategic Direction for the Minneapolis Public Schools is our overall guide.
- 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 children drains personal resources from everyone in the school setting. The wearing interactions must be relieved by the individuals feeling that they

have 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 School-Based Decision-Making. We believe that decision making is best closest to and including the students being served. Each school community 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 school is where people make a difference in the daily life of each student. School-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, parents, 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. Each school should have as much flexibility as possible to work out, with stakeholder involvement and within the district's strategic direction and improvement agenda, its own strategies for governance and education.

The Importance of Being One School District where Schools operate with Freedom. District and school efforts complement each other. The district offices codify expectations articulated by the sites and provide technical support for reaching the goals. Schools 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 school to school, 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 Family Involvement. Schools cannot do the job of educating children without the full support and involvement of families. Much needs to be done to organize and restructure schools and the school-home connection so that families and teachers become effective teams in developing, monitoring, and stimulating the personal growth of each student. In addition, together staff must seek ways to support children who have no family support or where dysfunctional families contribute to a child's failure.

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 schools. District offices work with schools to support, and, when asked, to facilitate improvement projects.

School accountability is for student growth and achievement, and a supportive learning environment. School progress is enhanced by committed staff articulating goals in the School Improvement Plans, through school performance assessment, through local problem solving sessions, by asking for assistance of others, and, occasionally, working with school intervention efforts to restructure.

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

The Importance of Diversity. Recognizing the diverse and multicultural composition of Minneapolis and the families involved with its schools, the parties each renew their commitment to maintaining a school system climate throughout that treats each student, parent, 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 the seemingly overwhelming factors of poverty, racism, and, disillusionment, to arrive at an environment where teachers can teach successfully. We need unity in our effort to educate

children. 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 school improvement planning process, each school sets goals, plans action steps, acts, evaluates, and adjusts---in order to improve student achievement. A critical step is the evaluative step, which includes the school community in 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 site-based management itself. "How are we making decisions? Is it working? Why or why not? How do we adjust? What decisions would better be made elsewhere or in another manner?"

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

The Reward. The result desired from collaborative site-based management and improvement planning is to create a climate in the schools where the faculty, family members, administration, students, and other community participants work together for school improvement, better student performance, increased satisfaction among professional groups, greater involvement by and with family members, 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.

1. Parties: This Agreement, entered into between the Board of Education of Special School District #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 the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

2. Recognition: In accordance with the PELRA, the Board of Education recognizes the Minneapolis Federation of Teachers, Local 59, as the exclusive representative of teachers employed by the Board of Education, Special School District #1, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this Agreement.

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

4. 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.

5. Released Time and/or Leave for Representatives: The Board of Education will afford released time to elected officers or appointed representatives of the Minneapolis Federation of Teachers, Local 59 for the purposes of conducting the duties of the Minneapolis Federation of Teachers, Local 59 and must, upon request, provide for leaves of absence to elected or appointed officials of the Minneapolis Federation of Teachers, Local 59.

6. Union Business Leave: An annual allotment of one hundred (100) person days shall be established for the exclusive allocation of the Union. Individuals certified by the Union to use this time 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 incorporated in an appropriately designed document/publication, a copy of which shall be distributed to every member of the professional staff of the Minneapolis Public School system within sixty (60) working days.

Section C. Duration of Agreement:

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

2. Effect: This Agreement constitutes the full and complete Agreement between the Board of Education and the Minneapolis Federation of Teachers representing the teachers 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.

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.

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: 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.

1. Teacher: The term "teacher" shall mean all professional employees of Special School District #1 who are required to be and are licensed by the Board of Teaching, or other licensing authorities as defined by Minnesota statute who are employed more than fourteen (14) hours per week and more than 68 work days per year; including nurses, physical therapists or occupational therapists, all teachers on leave of absence and all other employees as defined by MS §179A.03, Subd. 19.

2. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

Section E. Board of Education Rights:

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 of the school district.

2. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching services as agreed 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 consistent 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.

3. Physical Examination 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. Employees 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 employees are not in condition to perform their duties, they may be obligated to take a leave of absence until they can furnish satisfactory evidence of their 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. Employees 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.

4. Consequences of Failure to Take Physical Examination at Request of Superintendent: If employees fail to take the examination within 15 days after the request of the Superintendent of Schools, they shall be excluded from their position until they submit to the examination and furnishes evidence of fitness to resume their 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 the tenure law.

5. 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 ASSIGNMENTS AND SCHEDULES

Preface: The MPS and the MFT are committed to continuing to explore a more comprehensive, effective, and efficient use of time to enhance the quality of instruction recognizing the positive impact of high quality professional/staff development on student achievement. To that end, the District Staff Development Advisory shall:

- Research and explore new uses of time for instruction and professional development.
- Support individual teachers, teams of teachers or schools who use time in more flexible ways to enhance student achievement.
- Recommendations to all District departments whose operations impact the use of time, such as Payroll, Transportation, Food Services, Facilities, Human Resources and others.

This on-going effort to study and expand the use of time would involve continuing progress toward extended learning opportunities that would enhance the quality of student learning, teacher effectiveness, and use of school budgets.

The District may provide an additional four (4) days of professional development for all licensed teachers employed for the 2002-2003 school year, as defined in Article II of this Agreement. Teachers will be paid at the Staff Development Hourly Rate, Schedule "G". Participation is on a voluntary basis. The professional development will be delivered by District providers and/or District approved providers. Professional development offerings shall be aligned with the District Improvement Agenda, Site Improvement Plans, and teachers' Professional Development Plans. Skill development offerings shall be aligned with the District Improvement Agenda and will be based on analysis and synthesis of site staff development plans chosen from the following:

Standards Implementation

- Content Standards and Literacy Initiatives
- Grade Level Expectations
- Examination of Student Work
- Student Performance Assessment (Performance Packages)
- History
- Math Training for Secondary Non-math Staff
- Technology Integration
- Kids WIN (wired to technology) – Star Tribune Reading Initiative
- Elementary Report Card
- Individual Learning Plans
- Grant Implementation, such as:
 - Science – National Science Foundation
 - Math – National Science Foundation
 - Arts – Annenberg Grant
 - ELL Grant
 - Title I Reading Grant – CFL
- *Teacher Leadership*
- *Behavior Standards ENVOY* – Grinder

Restructuring and Reform

- High School Platform/Small Learning Communities
- Middle School Platform
- School-to-Work Program
- Research Based, Whole-school Programs

Professional Development Process

- PDP Meetings
- Goal Setting and Portfolios

Site-Based Staff Development

- Teaming
- Decision Making
- Planning
- Mapping

Compliance

- Office of Civil Rights Voluntary Agreement – On-going and New Pilot Site Training
- Cultural Diversity Training (connected to NSF Grant)

Professional development is a key component of professional skill and knowledge. It is not on the salary schedule, is subject to FICA and retirement requirements and is for one-time-only use. Successful completion of this professional development experience shall be certified for payment upon integration into practice.

The professional development will be offered by the District through Minneapolis Public Schools professional development institutes and will occur as an extension of the school year calendar. Professional Development Institutes will be offered in June and August, and teachers may choose to attend either. Professional development during the school year will be focused on job-embedded, site-based activities and reflective follow-up processes.

Sites may wish to offer site-based professional development institutes. Plans for site-based professional development institutes must be submitted to the District Staff Development Advisory for prior approval.

Approval will be based on criteria developed by District Staff Development Advisory, using a process similar to that used for approval of Exemplary Grant awards. Site-based professional development institute's must be consistent with and included in the sites Site Improvement Pan. Site professional development institute models shall also be chosen from the list above.

Staff Development Time:

The purpose of all release days, with the exception of parent teacher conference days, shall be for staff development, professional development, professional record keeping, and assessment of student work. Teachers and administrators of school sites and units shall jointly plan and participate in staff development on student release days. The site Staff Development Committee shall be, according to Minnesota statute, composed of a majority of teachers and shall facilitate the site staff development plan activities for these days. Site teachers shall be involved in planning and implementing all District staff development activities.

Teacher Record-Keeping:

The District and the Union agree that the Calendar Committee shall schedule two (2) release days during the school year at times appropriate to the grading cycles for teachers for record keeping. Such record-keeping days shall be identified in the calendar and no staff development or other activities shall take place at the site on record-keeping days without an agreement of a majority vote of the teachers at the site.

Special Education Due Process Accountability:

Special Education Due Process is the responsibility of everyone in the District. Each special education site team (general education representative and special education teachers, district representative, administrator and administrative designee, social worker, psychologist, related services staff) shall meet to establish and clarify due process accountability responsibilities by October 1 of each year. Anyone on the team has the right to request a district representative with appropriate knowledge (e.g.: Mentor, Program TOSA, Special Education Assistant Director, Special Education Director) to review the reasonableness of the accountability responsibilities for the site, the team and/or team member. The responsibility of the reviewer is to determine if training and resources have been provided to allow due process to be completed in a timely manner and to make recommendations. If it is determined that training and resources are not in place, the reviewer shall recommend what is needed and meet with the site, team and/or team member to develop a reasonable plan to implement due process. The Special Education Labor Management Committee shall work to develop a tool and procedures that may help facilitate team discussions related to due process responsibilities and accountability.

Additional Time for Due Process:

Probationary special education teachers working in special class or resource (SERT) positions shall have two (2) days of reserve teacher time per school year to be used as needed to complete due process compliance requirements. Tenured special education teachers working in special class or resource (SERT) positions shall have one (1) day per school year of reserve teacher time for the same purpose. Reserve teachers shall be scheduled in advance for a Tuesday, Wednesday or Thursday with the understanding that if there is a shortage of reserve teachers because of many requests from teachers who are absent due to illness, the reserve teacher may be reassigned and rescheduled for a later date.

Section A. Length of Teacher's Day

1. Definition: The normal work day of full-time teachers shall be no longer than $7\frac{3}{4}$ hours including their one-half hour duty free lunch period. The teacher's one-half hour duty-free lunch period shall be during the student day. All teachers are entitled to a preparation time every day. Teachers will report for duty prior to and following the student day on a schedule agreed to at the site. If teachers find it necessary to leave the work site during the defined day, it is assumed that it is for professional, business or extraordinary personal reasons.

2. Professional Meetings: An important function of a teacher is to work with students on an individual basis and to work with the families. To facilitate this goal, a longer teacher's day may occasionally be necessary. Moreover, meetings may occasionally necessitate a longer work day. Extension of the teacher's day beyond seven and three quarters ($7\frac{3}{4}$) hours shall not be regularly assigned. If frequent or lengthy extension of the work day is required, a teacher shall be paid at the hourly flat rate, or an alternative duty schedule shall be arranged by mutual agreement between the teacher and the principal/supervisor.

Union stewards shall be provided up to fifteen (15) minutes at staff meetings to report on official Union and/or labor/management business.

3. Professional Preparation Time Elementary: The amount of preparation time for elementary teachers shall be 275 minutes per five-day work week. This preparation time shall be within the defined student day and shall be divided into five days based on one of the options below:

Option 1: Five 45-minute preparation periods and one 50-minute preparation period per five-day cycle.

Option 2: Five 55-minute preparation periods per five-day cycle OR five 55-minute preparation periods per week.

The decision to implement one of the options for the following year shall be made by agreement or a majority vote of the total licensed staff and the principal by the last day of school.

Elementary specialists and other staff members affected shall be offered the opportunity to participate in the preparation of annual schedules for specialists.

Specialists shall provide instruction to students during the classroom teachers' preparation time in 45/50/55 consecutive-minute periods. Exceptions to consecutive time may be permitted on a site-by-site basis by mutual agreement.

4. Professional Preparation Time Secondary/Middle School: One of two standard preparation schedules will be selected by a majority vote of the total teaching licensed teaching staff by the last day of the school year unless a staff chooses a variation of a standard schedule as provided for below. If, in a subsequent school year, a site wishes to choose the other standard schedule, the total licensed staff shall make that change by a majority vote of the licensed teaching staff.

1. The first schedule provides teachers with 275 minutes of preparation time per week or the equivalent of 275 minutes per week over the course of the school year.

2. The second schedule provides teachers with a 55-minute preparation period in a six-period-day schedule. This preparation time shall be within the defined student day.

The decision to implement a schedule other than those listed above shall be made by agreement of a two-thirds majority vote of the total teaching licensed staff by the last day of the school year. All licensed staff shall vote on an annual basis if a schedule deviates from the two standard schedules.

5. Reimbursement for Lost Preparation Time or Duty-Free Lunch: All teachers are entitled to a preparation time and a one-half hour duty-free lunch period every day. When teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEA's) or other student support staff who are absent, they shall after the principal/supervisor has had an opportunity to find alternative coverage, be paid at the hourly flat rate of pay for such lost time. To provide continuity of instruction for students and to enhance access to professional development for first year and other teachers, an alternative time option within teams/sites for classroom teachers who fill in for other teachers gone for professional staff development leave of absences, one (1) to three (3) days, may be provided. Teachers agreeable to the alternative time option would accrue alternative time that would be used with the agreement of team members and the principal for professional or staff development activities. Use of the alternative time would occur when other members of the team could provide coverage for that teacher.

All resource and special education teachers are included in the provisions as herein defined. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at the hourly rate for the lost preparation period. Teachers assigned any students from classes of reserve teachers, Special Education Assistants (SEA's) or other student support staff who are absent shall also be reimbursed at the hourly rate.

6. Multiple Assignments. Teachers who are placed in assignments that are located at more than one site, shall be compensated at the standard teacher hourly rate for any loss of prep time and duty-free lunch time and paid for mileage expenses at the prevailing IRS rate due to the need to travel from one site to another. Teachers who voluntarily bid into or accept assignments that are located in more than one site are not eligible for compensation for loss of any prep time, lunch time, or mileage costs caused by the need to travel from one site to another.

7. Open House: Teachers shall participate in at least one (1) Open House or school marketing event programs during each school year if scheduled. Such an activity is scheduled in addition to the regular work day. If teachers are placed in hardship by such activities, arrangements may be made for alternative means of contributing without their presence by mutual agreement with the principal/supervisor.

8. Parent-Teacher Conferences: Teachers shall participate in up to three (3) parent-teacher conferences as required by the District Calendar that shall be scheduled on parent-teacher conference days. Such conference days may begin no later than 12:00 noon and extend to no later than 8:00 p.m. Such conference days shall not exceed seven and three-quarter hours (7¾ hours).

9. Kindergarten Parent-Teacher Conference Time: Annual conference time for kindergarten teachers shall be provided in the following manner:

- a. Teachers of two (2) sections of half-day kindergarten classes shall be provided with four (4) days for parent conferences: three (3) days shall be the same release times as allocated to all other elementary classroom teachers, and one (1) additional day of reserve teacher time shall be provided.
- b. Teachers of one (1) sections of half-day kindergarten class shall be provided two (2) days for parent conferences: one and one half (1½) days shall be the same as the release time allocated to all other classroom teachers, and one-half (½) additional day of reserve teacher time shall be provided.
- c. Teachers of full-day kindergarten shall have the same conference schedule as other full-day classroom teachers at the site, or as an alternative may as a team of all the full-day kindergarten teachers arrange a schedule of student "release" days for their students and shall then visit the families of their students for "at-home" conferences. It is expected that such "at-home" conferences will be scheduled in advance. Teachers shall not be required to visit homes alone.

The two student days prior to the arrival of kindergarten students are available to be used for family contact. Kindergarten teachers will attend at least one kindergarten fair. Schools may elect to reward, compensate or provide incentive for kindergarten teachers for such time.

Section B. Length of the School Year:

1. Teacher Duty Days: The number of duty days for teachers during the 2001-2002 school year shall be 186. The number of duty days for teachers during the 2002-2003 school year shall be 186.

2. Holidays: Teachers are paid for seven (7) legal holidays authorized by the Board of Education. These holidays are Independence Day, Labor Day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidential Day and Memorial Day. Teachers working the regularly scheduled work day before and the regularly scheduled work day after Independence Day shall be paid for this holiday. It is agreed that Columbus Day and Veterans' Day shall be duty days for teachers.

Paid holidays are a negotiated benefit for teachers and teachers are entitled to benefits at least proportional to the FTE. Therefore, teachers not regularly scheduled to work on a paid holiday shall be released the amount of seven and three-quarters (7¾) hours proportional to their FTE at another time which creates the least detrimental impact to instruction. Such rescheduling shall be done by mutual agreement with the principal/supervisor at the beginning of the school year.

Teachers whose regular assignment is 47.6 weeks or longer shall be paid for holidays (similar to those approved for other 12 month licensed employees) as determined by the Board of Education.

3. Emergency Closings: In the event of a student day or teacher duty day lost due to an emergency, teachers shall perform duties on that day or other such day in lieu thereof as the Board of Education or its designated representative shall determine if any, with prior consultation with the Minneapolis Federation of Teachers.

4. Work Year for Counselors: The work year for counselors shall be ten (10) days before the beginning of the school year for teachers and ten (10) duty days following the close of the school year for teachers. Counselors will be paid at their regular rate of pay extended for this additional duty time.

5. Work Year for Social Workers: The work year for social workers who are assigned 0.5 time or more shall be six (6) duty days in addition to the school year for teachers. Social workers will be paid at their regular rate of pay extended for this additional duty time.

6. Work Year for School Media Specialists: One media specialist per school shall be allowed three (3) duty days in addition to the school year for teachers. These additional duty days will be paid at the media specialist's regular rate of pay extended. Media specialists who are assigned to more than one (1) building shall not be allowed more than three (3) duty days in addition to the school year for teachers.

7. Work Year for Work Coordinators: The work year for work coordinators shall be extended beyond the school year for teachers, at the regular rate of pay extended, according to the following schedule:

- 25-36 students..... Additional 4 weeks
- 16-24 students..... Additional 3 weeks
- 12-15 students..... Additional 2 weeks

8. Nurses: Effective July 1, 1994, terms and conditions of employment for school nurses hired before July 1, 1992 shall be governed exclusively by the collective bargaining agreement. The seniority date of the school nurses hired prior to July 1, 1992 shall be based on the certification date as provided by the Civil Service Commission. Nurses shall retain the pension plan in which currently enrolled as allowed by the rules of the pension plans.

Effective July 1, 1993, school nurses hired prior to July 1, 1992 shall no longer accrue vacation. Nurses with a balance of accrued vacation at the conclusion of the 1992-93 school year shall have the balance up to two hundred hours converted to sick leave and added to their sick leave balance. Nurses with over two hundred hours of accrued vacation at the conclusion of the 1992-93 school year may elect to have the hours in excess of 200 hundred hours cashed out at their daily rate of pay.

Section C. Summer School: Teachers employed in summer school shall be paid on the basis of their current step and lane placement. Salaries shall be paid on a pro-rated basis for less than a full day.¹ Beginning June 2002, teachers employed in summer school shall be paid for one-half (½) hour per day, and beginning June 2003 and thereafter, one (1) hour per day for teacher team planning, preparation and/or staff development for four (4) or more hours of student contact or supervision time.

Summer school teachers for the 2002 summer school session(s) may be required to participate in up to three (3) days staff development/training to increase teacher skills and student success in reading. Such staff development/training will be scheduled on working days immediately preceding the beginning of the student summer session(s). Teacher required to attend shall be paid on the basis of their current step and lane payment prorated for less than full days (7¾ hr. including 30 minute lunch) to an hourly rate.¹

The rate of pay for all teachers for summer school in shall be based on the salary schedule in effect at the end of the current 38-week school year and such rate shall remain in effect through the duration of the summer school session. Summer school is a program subsequent to the regular thirty-eight (38) week work year in the K-12 program. This provision does not mandate the District to offer summer school.

This provision does not entitle a teacher to an extended work year in any subsequent year. Teaching summer school shall not extend tenure beyond the thirty-eight (38) week work year except as herein identified in this Article.

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

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

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

Summer school positions will be determined by the site leadership team with the recommendations of the administration, instructional leadership team, and SLC's as applicable, as part of an overall instructional strategy conforming with the District Improvement Agenda, the School Improvement Plan and the budgeting process for the site. Budgeting and staffing will be part of the site's budget tie-out process in the spring.

¹ To compute the daily rate of pay for summer school, divide the step placement by 192; 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 applying for summer school positions as teams may put together a proposal and qualifications for consideration by the leadership team. All positions will follow the District process for electronic application and placement. The process for selection by the leadership teams will be similar to the teacher interview and placement process.

The site selection process shall include a rotation process monitored by the leadership team, maintaining a balance between more and less experienced teachers.

Section D. ECFE Teachers: The work week for a full time teacher in the ECFE program shall be 38.75 hours per week with a maximum of 10 contact units per week. The appropriate committee within the Shared Leadership structure shall define contact units in the ECFE staffing guidelines. Instruction in this non-traditional program may require scheduling of staff to provide instruction in blocks of time based on programmatic needs, including mornings, afternoons, evenings and occasional weekends with 1/2 hour for a duty free lunch when it applies. ECFE administration in consultation with teachers shall establish the teachers' schedule based on student enrollment, type of service, program needs and travel.

For continuous improvement in early childhood family education and program climate, administration and teachers will participate cooperatively in the ongoing development, implementation and annual year-end assessment of the shared decision-making process consistent with Article IV, Shared Leadership for Continuous Improvement of this Agreement.

All teachers in the ECFE program shall be covered by the terms of the contract except as herein indicated.

Section E. ECSE. The Minnesota State Law 120 requires year-round services to children Birth to Three. As a result, the goal of the Early Childhood/Special Education (ECSE) program is to provide a 12-month model of services to families that is both cost effective and supportive through the Individual Family Service Plan (IFSP). The plan promotes continuity and seamless services to student and families. In an effort to promote a healthy, extended-learning climate for students and families, the District and the Union agree to enter into a two year pilot program.

Effective the 2000-2001 school year, the contracted work year for this pilot shall be 38 weeks and up to 96 hours of extended time funded through summer school. The number of hours shall be determined by the District at the teacher's contracted rate of pay. Teachers who currently work in the ECSE program will be given the option of working on one of the several alternate schedules. The alternate schedules shall include the regular 38 weeks and schedules that include summer school arranged in a non-traditional format.

When existing ECSE teachers agree through a mini-bid process to an alternate schedule, they shall sign an agreement committing to the non-traditional duty day calendar for one year. A teacher newly hired, or who bids into the ECSE program, shall sign an agreement committing to a non-traditional duty day calendar.

One additional sick day per year shall be allocated to teachers participating in the pilot program. Teachers working on the non-traditional duty day calendar may use accumulated sick leave on any one of the duty days identified on the extended year calendar.

Tenure continues to be based on a 38-week, 192 day, contract with additional employment based on traditional summer school hours. Days in addition to the 192 contracted days shall be paid on a pro-rated basis as specified in Article VII, Section P.

The prep-time schedule shall be mutually agreed upon by the ECSE teacher and her/his supervisor.

The pilot shall be evaluated by the District and the Union prior to the end of the first year to determine if the pilot should continue into the second year.

ARTICLE III. TEACHER RIGHTS AND RESPONSIBILITIES

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.

The school district shall recognize Wednesday after school and evening as a time reserved for Professional Organization meetings. Every reasonable effort shall be taken to reserve this time. Such meetings may be scheduled during the defined teacher day on non-student contact time. Contractual issues are appropriate matters for staff meetings.

Section C. Right to Exclusive Representation: Teachers in a unit designated by the Bureau of Mediation Services 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 (MS §179).

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

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

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

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

Section E: Teacher Hiring Process All applicants must be qualified for the position according to the requirements established by the District and be properly licensed by the Minnesota Board of Teaching.

Application Process

A candidate must complete the prescribed application process identified by the Human Resources Department. When the application packet is received, an evaluation of the teacher's credentials will be completed by the Human Resources Department and other district personnel as deemed appropriate to determine if the candidate will be invited for a district screening interview. An applicant who is recommended for district screening will be interviewed by teachers and/or district administrators.

Teachers not hired by the District before the school year begins, will be contacted by the Human Resources Department as vacancies occur throughout the school year. Teachers not hired for the current school year will be contacted to update their files and determine if they are interested in being considered for a position for the following school year.

School Social Workers

A School Social Worker I or II must be eligible for a Minnesota license as listed below. A School Social Worker I must also complete the social work certificate program (offered by university extension) by the end of the three year probationary period.

Effective September 1, 1999, the District seeks only to hire Social Workers who are licensed as School Social Worker II.

School Social Worker I

Must hold a School Social Worker I license from the Minnesota State Department of Children, Families and Learning and a Social Work license from the Minnesota Board of Social Work.

School Social Worker II

Must hold a School Social Worker II license from the Minnesota State Department of Children, Families and Learning and a Social Work license from the Minnesota Board of Social Work.

Special Education Teachers

Special educators must have a valid Minnesota license for special education.

School Nurse

Must hold a license as a Minnesota Registered Nurse, a Public Health Nurse Certificate from the Board of Nursing and must hold a School Nurse license from the Minnesota State Department of Children, Families and Learning.

Vocational Teachers

Vocational teachers, teaching grades ten through twelve are required to hold a valid Minnesota state vocational license in the specific area in which they are teaching. The following subject areas are covered by this language: Secondary Agricultural Occupations, Secondary Marketing Occupations, Secondary Consumer and Homemaking Occupations, Secondary Environmental Health Occupations, Secondary Health Occupations, Secondary Business Occupations, Secondary Performing Arts Occupations, Secondary Public Affairs/Community Service Occupations, Secondary Service Occupations, Secondary Special Needs Personnel Occupations, Secondary Support Services, Secondary Trade and Industrial Occupations, and other Secondary Occupations addressed under Chapter 8750 Minnesota Board of Education Secondary Vocational Licensure Rule.

Media Personnel

The term "educational media specialists" as used herein shall include licensed Media Generalists, Media Supervisors and certified teachers who are working toward media licensure. Media Generalists and Media Supervisors are qualified to work at a specialized professional level in information media and technology in an elementary or secondary school or in a school district.

1. Educational Media Generalist

Any person working more than half time as a specialized professional responsible for the school media technology program shall hold a license as a Media Generalist. Minimum requirements for licensure as a Media Generalist, valid for two years, are:

- a. A valid license to teach in the elementary or secondary schools of Minnesota which is in force at the time of application for the license of Media Generalist; and
- b. Two years of successful teaching experience while holding a license valid for the position in which the teaching experience was obtained; and
- c. Completion of a program in media and related fields approved by the State Department of Education of not less than thirty-six (36) quarter hours or the equivalent in media/technology and related fields.

2. Educational Media Supervisors

Any person working a specialized professional level in both print and non-print areas, who is responsible for the administration of a media program and for the direction or supervision of the work of other professional personnel shall hold the Media Supervisor license. Minimum requirements for licensure as a Media Supervisor, valid for two years are:

- a. A valid continuing license as a Media Generalist or the completion of all requirements for the continuing license as Media Generalist or the completion of all requirements for the license as a Media Generalist and three years of supervisory experience as a media professional (library or audiovisual); and

- b. Three or more years of successful experience in the areas of media while holding a license valid for the position in which the media experience was obtained; and
- c. Completion of a Master’s Degree in a recognized graduate school in a program approved by the State Department of Education in a college or university which has been approved for teacher education by the State Board of Education consisting of not less than eighteen (18) quarter hours or the equivalent at the graduate level or work in Media in addition to that required for the Media Generalist license.

Section F: Notice of Resignation. Teachers resigning from service in the Minneapolis Public Schools must complete the approved resignation form stating the date of resignation and the reason for terminating services at least thirty (30) duty days prior to the effective date of the resignation or until a qualified replacement can be hired, whichever occurs first. The form should be signed by the principal of the building and forwarded to the Human Resources Department. Exceptions will be made for just cause or by mutual consent.

Section G. School Placement Preference for Children of MPS Teachers

Teachers receive preference when requesting school placement for their child. Teachers who live in Minneapolis receive a higher placement priority than those who do not. Teachers may request any school in the District. Teachers will also receive preference for the school at which the teacher works.

Transportation is the teacher’s responsibility if the requested school is not in their resident or childcare transportation zone. It is the teacher’s responsibility to contact the Welcome Centers. Request cards must meet the general deadline for Minneapolis families. The guidelines presented in the table below apply.

MPS Placement Guidelines 2001-2003	
Guaranteed Attendance Areas	Guaranteed space in a community school applies to K-3 students who live in a guaranteed community school attendance area
Space Availability	The number of spaces available in any particular school will be based upon District projections and school site enrollment plans.
Student Placement Process for students entering MPS	<p>All students will be assigned a random number by computer. Student will be assigned to schools based on their random number and the following placement criteria and guidelines:</p> <ul style="list-style-type: none"> • English Language Learners (ELL) and Special Education Level four or Level five students • guaranteed attendance area siblings and non-siblings grades K-3 • guaranteed attendance area siblings and non-siblings grades 4-8 • resident employee siblings • siblings • resident employees • open attendance area community school request • non resident employees • magnet school request • siblings from cluster area schools • open enrollment siblings • open enrollment requests
Special Procedures	Students new to Minneapolis Public Schools with a home language background other than English must contact the Welcome Center for a language assessment.
Students from outside Minneapolis boundaries	School requests will be honored based on space availability. Call Welcome Center and Open Enrollment Office to complete inter-district paperwork.

Section H. Request for Dues Check Off, Payroll Deductions: Teachers shall have the right to request and be allowed dues check off for the Union as provided in the Public Employment Labor Relations Act.

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.

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, AFL-CIO.

ENROLLMENT PERIODS:

SCHOOL YEAR:	Minneapolis Federation of Teacher dues, fair-share fees, Teacher Federal Credit Union, U.S. Savings Bonds, and all negotiated benefit plans.
AUG - DEC:	The State of Minnesota Deferred Compensation Plan, the United Way of Minneapolis Area, tax sheltered annuities, Committee of Thirteen, United Negro College Fund, Minneapolis Public Schools Foundation.
JAN - MAY:	Local 59 Teaching Scholarship Fund, Local 59 Committee on Political Education (COPE).

Section I. Mandated Fees: The District shall bear the expense of the mandated membership affiliation fees for trade teachers who teach in HUD House programs. In the event a teacher is employed in a trade requiring the same membership affiliation during non-assigned teaching time, the District requirement to pay the fee shall be waived or shall be refunded by the teacher if already paid.

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

- a. Teachers, upon written request (as outlined in the procedure established for this purpose) to the Human Resources department, may examine the contents of their 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. Teachers 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 their personnel file.
- d. Teachers may be permitted to reproduce at their expense any contents of their 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 K. 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 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.

ARTICLE IV. SHARED LEADERSHIP FOR CONTINUOUS IMPROVEMENT

Shared Decision Making:

The Minneapolis Public Schools 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 each school continuously renews itself and develops strategies to improve the achievement of each student served, and eliminate gaps in learning between groups of students. The chosen strategy of the District is to help each student achieve full potential by moving decision-making closest to the students served. Site-based management 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 families who feel heard by the educational establishment are more active in the education of their children and more supportive of the goals and practices of the institution.

Accountability:

The Minneapolis Public Schools has adopted an accountability system that addresses individual, school, and system accountability for improved student performance. At the individual level, student accountability is incorporated into the content and performance standards, and assessments that are aligned with the curriculum and/or Individual Education Plans (IEP's) for students with special needs. The main component of professional accountability is the Professional Development Process (PDP) used by teachers, principals, and central office staff. The site's primary accountability is to the area superintendent. The site level accountability system includes six parts:

- o School Improvement Process (SIP)
- o School Improvement Plan Feedback (SIF)
- o Quality Improvement Process (QIP)
- o Quality Performance Award (QPA)
- o School Performance Continuum
- o School Performance Conversation

These accountability tools are components of a single and continuous improvement process at each school site. To facilitate this process, the District will develop a common framework and criteria to guide schools and those providing feedback to the schools. This framework will be aligned with the Strategic Direction of the Minneapolis Public Schools, the District Improvement Agenda, all curriculum and performance standards for learning, and school quality standards. It will assure an accountability system that is consistent with each school's improvement plan and with District standards. The framework will be used in self-study and planning by schools and will guide the work of those providing feedback to schools. The following philosophical and strategic principles help to shape the concept of shared leadership and accountability for student learning:

- o all students can learn and we have a responsibility to ensure that all students do learn. Instruction is rooted in the belief that there are no true differences in ability based on gender, culture, language, economic or family status. There are individual differences in students and teacher talents, learning styles and experiences which need to be addressed in designing instruction and student opportunities for demonstrating proficiency with the learning standards;
- o ours is a vision of shared responsibility – shared among all stakeholders, but particularly among students, staff, families, and community;
- o educators and schools must know, own, and implement the expected standards of learning and instruction;
- o critical interactions affecting student performance take place daily between teachers and students. Teachers, therefore, must be given a shared voice in decisions at the school site;
- o along with this increased role in the decision-making process, the teachers assume more responsibility and accountability for the success of the school as well as to the students and families they serve;
- o student progress must be the intention as demonstrated through a variety of measures;

- o effective change begins by taking actions to improve, building on areas of strength and capacity with an attitude of learning and support, rather than blame;
- o families have an integral role in decision-making.

Section A. Organizational Structure and Leadership

1. Shared Decision Making

A shared decision making process is integral to site accountability. Shared decision making shall be established through a site organizational structure consisting of a Site Leadership Team which provides overall coordination of site decision making. The Site Leadership Team shall ensure inclusive representation in decision making in critical areas, including but not limited to staff development, instructional leadership, budget and staffing.

The Site Leadership Team, composed of representatives as delineated below in Section B, shall operate according to a set of bylaws, a current copy of which must be on file in the area superintendent's office and available to all at the site. The Site Leadership Team is the policy making body for the site and is responsible for guiding shared decision-making at the site. The focus of procedures, programs, and practices established by site policy should be student achievement. Sites must assess analyze data, create a plan, and assess its effectiveness as a whole staff.

2. Site Leadership Team Responsibilities

Responsibilities of the Site Leadership Team include:

- o Set the direction for overall management and operation of the school;
- o Know and understand the mission and vision of the district, the District Improvement Agenda (DIA) and the superintendent's priorities, as well as the demographics, performance and needs of the students at the site;
- o Make decisions that are aligned with the goals and policies of the Board and with the superintendent's priorities;
- o Examine and analyze the School Information Report (SIR) annually as part of the SIP revision process;
- o Establish, implement, review and revise the School Improvement Process (SIP) plan;
- o Develop and monitor the site budget annually, placing resources where they will effectively support the achievement of site instructional goals, including determining how compensatory revenue shall be used at the site consistent with provisions of law, and determining any reductions and/or additions as needed;
- o Ensure that the staff development plan, behavior plan and wellness plan are embedded in the SIP;
- o Review and monitor the implementation of a Special Education compliance plan;
- o Participate in performance conversation(s) annually with the area superintendent;
- o Communicate regularly and clearly with the staff and community, including conducting conversations and releasing an annual Report to the Community;
- o Develop and monitor a staffing plan that is aligned with the SIP. Determine the distribution of staffing needs to provide necessary instruction and support at the site, and participate in interviews and selection for site teaching positions;
- o Provide leadership in development and implementation of a transition plan to help integrate new administrator(s) into the site with support from the area superintendent;
- o Incorporate School Improvement Feedback (SIF) and lead the Quality Improvement Process (QIP)
- o Monitor the work of the Site Instructional Leadership Team in the design and delivery of instructional strategies, including program assessment, to ensure alignment with the SIP.
- o Work through active leadership to promote a professional climate and positive organizational culture
- o Report its membership, selection process and meeting times and dates to the site community;
- o Participate in professional development to improve the operations of the Site Leadership Team;
- o Annual assessment of the effectiveness of the shared decision making process at the site and work with the area superintendent's office to improve the process as needed;

Other areas of policy the Site Leadership Team may become involved with include but are not limited to:

- Elective programming,
- Selection of learning materials,
- Issues raised by student government at the site,
- Fund raising,
- Purchasing,
- Disbursement of funds,
- School-related building use,
- Staff assignments,
- Parent-teacher relations,
- Use of outside professionals and social service resources,
- Student uniforms or dress codes,
- Business/community partnerships,
- Parent involvement programs, or
- Other policy issues covered by the parameters of site based management.

Work in these areas of responsibility may be delegated by the Site Leadership Team to individuals, committees, or sub-groups, which will then report back to the Site Leadership team for final approval.

3. Support the Site Leadership Team Shall Expect

To support Site Leadership Teams, the Superintendent and District Administration have the following responsibilities:

- Work with joint labor/management team to develop guidelines regarding the duties, power and authority of Site Leadership Teams;
- Provide professional development opportunities for Site Leadership Team members in the shared decision making process and decision-making parameters;
- Provide data and other necessary information to the site in a timely manner and accessible format;
- Analyze site assessments of the shared decision making process and report to the sites;
- Work with joint labor/management team to develop a process for assessment and feedback to area offices of support provided to sites.

4. Site Leadership Team Relationships with the District and Site

The Site Leadership Team shall be accountable to the area superintendent and central administration for policies congruent with the strategic direction of the District, and will use the School Improvement Process as the vehicle for the development of policy to further the District Improvement Agenda. All policy issues should be based on the recommendations of and communication with all interest groups represented on the Site Leadership Team, and these recommendations in turn should represent an inclusive review within their respective memberships.

Site Leadership Teams will also:

- ensure a clear organizational structure
- clearly communicate the decision making process
- identify the parties responsible for decision making

In the school, the Site Leadership Team also will build inclusiveness, cohesiveness and consensus. The school administration will be accountable to the site team, to the area superintendent, and to central administration for the implementation of policy. Shared decision makers will assess themselves using the Standards of Effective Schools, included in this article, as a guideline. The Decision Making Parameters, found in an addendum at the back of this contract, will guide the development of policy structure and their relationship with the central administration.

Site Leadership Teams are specifically required to construct and ensure the establishment and alignment of student behavior plans, professional staff development plans, and other plans for their site that reflect District Strategic Direction, Improvement Agenda, and their site SIP. Teams are referred to Article V of this contract for Staff Development and to Article VI for student behavior.

5. Site Leadership Team Relationship with Other Committees, Task Forces, and Work Groups

All site committees, task forces and work groups will communicate directly with or through the Site Leadership Team to coordinate planning and implementation of their work. The result will provide a learning environment where students, teachers, and staff will all understand the instructional goals of the site and what is expected of each of them in the process of achieving those goals.

- o The formation of committees, subcommittees, work groups and task forces will vary according to the size and program needs of the site. While any model used must include teachers throughout the decision-making process, a recommended model includes: Staff Development Committee. The site staff development committee works with the Site Leadership Team and budget committee/work group to ensure an appropriate staff development budget. The site staff development committee allocates site staff development funds to most effectively support staff in achieving instructional goals. The site staff development committee is responsible for planning, implementing and evaluating of all staff development activities, and determines funding for groups and individuals attending off-site activities.
- o Instructional Leadership Team. The instructional leadership team creates, implements, and monitors the strategies in the SIP plan focused on curriculum, instruction and assessment. The instructional leadership team is responsible for aligning curriculum, instruction and assessment to state standards, the District Improvement Agenda, Site Improvement Plan goals, and Professional Development plans, as well as providing interpretation, coordination, and support for the Standards of Effective Instruction.
- o Budget Committee. The budget committee is involved in developing and overseeing the implementation of a budget that places resources where they will effectively support the achievement of site instructional goals. The budget committee provides a budget proposal and presents it for approval to the Site Leadership Team.

Section B: Site Team/Shared Decision Making

Subdivision 1.

1. Composition of the Site Leadership Team

Shared decision making is a process that can ensure the effective implementation of the site's SIP plan for student success. The process is based on the democratic discussion of priorities for allocating resources and for making decisions. Site-based management will involve all individuals in the education process equally including: District staff, families, and students when appropriate.

The Board of Education has delegated responsibility under MS §123B.04 to shared decision making site teams under the guidelines set out in this article. The bylaws shall include information regarding team composition, responsibility of membership, and support for Site Leadership Teams. These bylaws shall be submitted to the area office annually by the Site Leadership Team. These bylaws will be included in the staff handbook.

- A. COMPOSITION. Each Minneapolis Public School shall have a Site Leadership Team for the purposes described in this Article. Members of a Site Leadership Team shall be elected annually except that community and business community representatives may be appointed. Members shall serve until a successor's term begins. (Optimally, teams would be in place when school starts in the fall). Members of the team shall represent major stakeholder segments of the school community, including staff members, families, community members, and students.
1. DIVERSITY. The make-up of the Site Leadership Team should closely reflect the diversity of the school.
 2. LARGER SCHOOL COMMUNITY. Representatives of the larger school community should be represented on the Site Leadership Team, including: students (whenever possible), family members, licensed and unlicensed staff at the site, community, and business partners. The site student government president shall represent the students. One half (½) of the membership shall be other than District employees.
 3. STAFF. The school Site Leadership Team includes the school principal, union steward, elected teachers in the school, and other employees at the site. One-half of the members shall be employees at the site. Additionally:
 - The bylaws shall delineate the ratio of at-large representatives to department or SLC's (small learning communities) or grade levels or team representatives.

- Where by-laws require at large membership, at-large teacher representatives shall be elected by members of the teacher bargaining unit at the site
 - Department, SLC, team, or grade level representatives shall be elected by the members of the teacher bargaining unit in the departments or SLC teams or grade levels.
 - Licensed staff at a site may determine by majority how they will be represented on the site leadership team.
4. OTHER. As an integral part of the Site Leadership Team discussions at the site, the alignment, connection, and communication of key functions will be facilitated by including non-voting participants when appropriate

2. Responsibility of Membership

Any member of the Site Leadership Team elected by a stakeholder group has these obligations of representation:

- A. attending and actively participating on the Team;
- B. reaching out to the diversity of the represented group to hear their opinions and ideas;
- C. supporting goals and strategies to implement the School Improvement Plan;
- D. communicating and working collaboratively with others on the Team;
- E. Integrating the school improvement plan with the staff development plan, the behavior plan, and all curriculum and instruction.

3. Support for Teams

- A. INFORMATION: All information necessary to the decision responsibilities of the Team, such as budget and assessment information, shall be provided to all members equally.
- B. INCENTIVES: The Team can decide to provide incentives for Team membership, including compensatory time, payments of stipends, child-care costs, transportation expenses, and/or workshop registration fees, etc.
- C. TRAINING: Time for Team members serving on the Leadership Team shall be allotted during each year for the purpose of training or other activities related to site-based management and improvement planning.
- D. RESOURCES: District and Union resources will be available for the Team.

Subd. 2. Decision Making in the Leadership Team.

1. **Orientation:** The Leadership Team, in collaboration with the District, is responsible for maintaining an orientation program on school-based shared decision making for all new employees of the school, interested family members, students and others, which includes an explanation of how decisions are made and what processes exist to provide input.
2. **Guidelines:** The leadership team shall use the following principles to guide their shared decision-making processes:
 - A. focuses on meeting academic needs of students
 - B. people most impacted in the decision are involved in the discussions
 - C. how decisions impact student, staff and community
 - D. promotes professional development of staff at the site and build collegial relationships and foster a professional climate
 - E. promotes active parent and community involvement

3. Operation:

- A. The parties expect the members of a Site Leadership Team to operate as a single decision-making team, not as a group of spokespersons representing constituent groups. Their role is to work together to develop goals and strategies to implement the School Improvement Plan.

Each site shall have bylaws or operating rules to govern all other aspects of the leadership effort, including how long members serve on the team, how members solicit ideas from others, and how team

decisions are communicated to others. These bylaws are to be submitted to the area office annually and are in effect until amended by subsequent team action.

Not all decisions will be made in the same way. There may be times the team delegates a decision, the team decides, the principal decides with participation of others, when the team specifically delegates a decision to the administrators.

1. the first consideration in determining the scope of decisions to be made is WHICH decisions will be made by the team and which will be made by others,
2. secondly, procedures defining HOW and WHEN decisions will be made should be determined.

This process should be communicated, including the process for participation. While a team may agree initially on specific processes, they may be faced with issues that require them to revisit the scope or process of decision-making.

When the team is to make a decision together, it is expected that the Site Leadership Team will operate by consensus (where lack of agreement is viewed as a signal that the best option has not yet been put forward). Consensus, however, need not mean unanimity, nor should all decisions require endless discussion, though every effort should be made through discussion and serious efforts to understand the reasoning behind opposing views.

In the event that a Site Leadership Team is unable to reach a decision, the team will have a process in their bylaws to resolve disputes which may involve a facilitator to help improve the team's process.

- B. As a part of the bylaws or operating rules, the team will decide how the agenda is developed to ensure access and make it inclusive of the school community.

4. Site Team Development: Team members should receive training that will build capacity of the group in the concepts and skills of joint problem solving, team building, teamwork, parental involvement, and decision-making by consensus.

Site teams may desire team facilitation or development services from time to time and may access training and facilitation support services through the Area Offices, The Professional Leadership Team, Local 59, or the Principal's Forum.

School and central office efforts must strive to complement each other. The District offices have a responsibility to set high expectations for student learning and the learning environment. Schools must be free to act in ways that help students reach the learning standards, and should expect and will receive support from the District. The District-school relationship was illustrated in the Standards of Effective Schools and Standards of District Support for Effective Schools contained in the Site-Based Management Report of January, 1999.

Subd. 3. Standards of Effective Schools.

The following Standards of Effective Schools represent a synthesis of over 20 years of research and documented experience on the effect of school quality on student learning. These standards represent both the national research and the practical experience of using that research in the Minneapolis Public Schools. These standards serve to guide schools in their self-assessment, improvement planning, and the feedback provided to schools on their effectiveness. They will also form the basis of a common set of criteria being developed for School Improvement Planning and all of the components in the Accountability Framework for the Minneapolis Public Schools (see outline in Section D).

- A. HAVE HIGH AND RIGOROUS STANDARDS FOR WHAT EVERY STUDENT SHOULD KNOW AND BE ABLE TO DO.

According to research, effective schools have clearly defined their mission and goals in terms of student achievement. They have clear expectations for all students, not merely a segment of the population.

Effective schools:

1. share knowledge of the District's direction outcomes and apply them at their individual sites;
2. have a mission and vision;
3. focus School Improvement Planning cycle on improving student achievement;
4. present expected outcomes to students and families in a clear manner;

5. have high expectations for achievement of all students.
- B. PROMOTE ACTIVE, MULTICULTURAL, GENDER FAIR, ABILITY SENSITIVE, INTERDISCIPLINARY DEVELOPMENTALLY-APPROPRIATE LEARNING TIED DIRECTLY TO THE MINNEAPOLIS LEARNER OUTCOMES.

"Tell me, I forget

Show me, I remember

Involve me, I understand."

In effective schools:

1. students engage in experiential learning in a context and environment similar to that in which the knowledge will be used;
 2. diversity is valued. Activities and interactions are Multicultural, Gender Fair, Ability Sensitive, Developmentally Appropriate;
 3. learning is integrated and interdisciplinary so that meaningful connections across disciplines are made;
 4. emphasis is placed on mastery of critical and complex thinking processes in addition to performance in basic skills;
 5. creative thinking, reasoning, group decision-making, visualizing solutions, persistence, curiosity and ingenuity are emphasized;
 6. a variety of approaches and grouping practices are used to increase student expectations for themselves and for their peers;
 7. students learn how to learn.
- C. EXPECT STUDENTS TO SHARE RESPONSIBILITY FOR THEIR OWN LEARNING.

In effective schools, students:

1. make decisions about their own learning;
 2. have opportunities to give and receive ongoing feedback;
 3. are encouraged to help each other and have high expectations of each other;
 4. are expected to master academic work;
 5. come to school and are prepared and expected and supported to learn;
 6. are active constructors of meaning, rather than recipients of data.
- D. HAVE ASSESSMENTS OF STUDENT ACHIEVEMENT LINKED TO DISTRICT AND STATE CURRICULUM CONTENT AND PERFORMANCE STANDARDS AND PROVIDE USEFUL FEEDBACK TO STUDENTS, FAMILIES, STAFF, AND THE DISTRICT ABOUT STUDENT LEARNING.

Effective schools:

1. provide teachers with useful information in order to: 1) successfully support student learning and development; 2) plan for group and individual improvement; and, 3) communicate with parents;
 2. integrate curriculum and instruction with learning outcomes;
 3. use timely and ongoing assessments to plan improved programs for individual students;
 4. recognize the individuality of learners and accommodate differences in style and rate of learning;
 5. use an array of tools and a variety of processes that are both formal and informal;
 6. rely on demonstrated performance during real, not contrived, activities as well as standardized tests;
 7. use information and feedback in a collaborative process involving students and teachers, teachers and parents, school and community.
- E. USE INSTRUCTIONAL METHODS GROUNDED IN EDUCATIONAL RESEARCH AND SOUND PROFESSIONAL PRACTICE.

In effective schools, teachers and staff:

1. develop instructional plans that align with standards and reflect learning strategies and student needs;

2. select appropriate methods of instruction to meet both the needs of students and specific learning goals;
 3. create lessons and learning environments that are developmentally appropriate and challenging;
 4. make instructional decisions that are based on students' learning styles, diversity, needs, experiences, and rates of learning;
 5. know and use strategies that foster reasoning, problem-solving, and life-long learning;
 6. regularly assess the quality of instruction based on Minneapolis Public Schools "Standards of Effective Instruction".
- F. ORGANIZE SCHOOLS AND CLASSES TO CREATE AN ENVIRONMENT THAT IS SUPPORTIVE TO LEARNING.
- Effective schools:
1. create small class sizes and school configurations;
 2. develop a sense of community among students, parents, and staff;
 3. maximize teacher/student interaction;
 4. improve student behavior and self-esteem
 5. communicate frequently with families;
 6. create opportunities for students to be involved in activities.
- G. SHARE DECISION-MAKING AND ACCOUNTABILITY FOR STUDENT SUCCESS AMONG ALL STAKEHOLDERS.
- The focus of shared decision-making is to improve student learning and will succeed only when all those who affect education accept their share of the responsibility for the results.
- Effective schools:
1. recognize that all members of the school community play an important role in shaping education at their school site;
 2. develop a sense of trust and understanding in the school community;
 3. make decisions closest to where implementation will take place;
 4. have a governance process that is participatory and inclusive;
 5. share a sense of ownership about the changes they plan to carry out;
 6. have clearly defined roles and responsibilities in the decision-making process;
 7. identify, assess, and provide skill development opportunities to continuously improve the decision-making processes at the site;
 8. create a climate for staff collegiality and sharing of ideas for continuous improvement.
- H. PROVIDE A SAFE, RESPECTFUL, AND AFFIRMING ENVIRONMENT FOR ALL.
- Effective schools:
1. recognize that school and community have a mutual responsibility for development of this environment;
 2. support a policy of zero tolerance for violence;
 3. implement a consistent student behavior plan as a whole school community;
 4. use processes for mediating/resolving conflicts;
 5. value and support human interaction that is caring, positive, and supportive;
 6. implement violence prevention curriculum and instruction.
- I. HAVE HIGH EXPECTATIONS FOR ALL STAFF AND PROVIDE FOR PROFESSIONAL GROWTH AND CONTINUED IMPROVEMENT IN PRACTICE.
- Effective schools:
1. have clear and rigorous standards for what staff should know and be able to do;
 2. plan staff development based on the goals in the School Improvement Plan and on the Professional Development Process;
 3. have staff development programs based on research regarding effective teaching, learning, interpersonal, and organizational skills;

4. design in-service programs that reflect adult learning styles;
 5. support peer observation, coaching, conferencing, and feedback regarding instructional practices;
 6. practice regular and frequent professional conversations among staff about effective practices and behaviors as well as promising new practices;
 7. provide opportunity for students and parents to give constructive feedback about teachers and other staff;
 8. have professional support services for staff which range from self-improvement to intervention;
 9. regularly assess the effectiveness of staff development program.
- J. ACTIVELY INVOLVE FAMILIES IN HELPING STUDENTS SUCCEED.
- In effective schools:
1. families are welcome;
 2. families understand and support the goals of the school and the student;
 3. families support the students' daily pursuit of educational objectives through homework and other learning activities;
 4. opportunities are provided for families to develop understanding and skills, in ways to assist their students' learning;
 5. a wide variety of opportunities are provided for families to be involved in their students' educational process;
 6. multiple ways are available to open/maintain communication with families;
 7. families are given the opportunity to be involved in decisions about their own child related to school curriculum, instruction, planning, policy, and organization;
 8. trusting relationships are developed and maintained where families and school value their partnerships.
- K. COLLABORATE WITH COMMUNITY PARTNERS AND OTHERS IN THE COMMUNITY TO SUPPORT STUDENTS AND THEIR FAMILIES.
- Effective schools:
1. collaborate with other public, private and non-profit organizations to meet the needs of each student;
 2. work with future employers, technical, and academic institutions to support student achievement and transitions to further learning/work;
 3. have business, community organization, foundation, and educational institution support for school initiatives.

Subd. 4. Overview of Quality Performance Award (QPA). The three major improvement strategies embedded in the QPA Program are: define success, improve performance continuously, and support school communities as centers of performance. These three strategies focus the development of the program on how to support a school site's efforts to improve and reach high standards of success on both site-specific goals and District goals.

The District's improvement goals are specified in the document, the District Improvement Agenda (DIA). Since the DIA focuses the whole District on specific improvement and strategic goals, "Vital Quality Performance Indicators" of success are the criteria for review of a school site's performance. The link between the school site's performance and the DIA is further strengthened through available funding. The total funds available for the QPA depend upon the results achieved by the District.

Standardized assessments, alternative assessments, and school site-specific measures provide the means for determining improvement towards and achievement of high standards by sites. Student achievement measures and other specific indicators of student success are identified in the performance continuum as criteria to be used in determining award recipients.

Leadership and accountability are increased by QPA programs as sites review their performance relative to District and site specific standards. The School Improvement Process is the system school communities use to plan for improvements. The QPA supports the School Improvement Plan by using the site goals as a criteria for determining recipients of the QPA.

A Program to Recognize Performance: Schools have an opportunity to obtain additional funding for reaching school performance goals. Available funds are presented as financial awards to schools which meet important goals in support of, but not limited to the following:

1. District Improvement Agenda
2. School Improvement Process
3. Professional Development Process

The District's accountability framework is used to select the standards and improvement goals of sites to be reviewed. The School Performance Continuum "Vital Quality Performance Indicators" will be used to collect information on the performance and improvement goals of the sites. A planning committee established by the Professional Leadership Team (PLT) develops the parameters of the program around the School Improvement Feedback process as outlined in the School Performance Conversation. The specific criteria for the review of a site's improvement plans, the reporting and payment schedules, and process for review will be approved by the Professional Leadership Team.

The selected sites will receive cash awards to further support work on their School Improvement Plan and to recognize teacher leadership. QPA funds shall be used as cash awards to teacher leaders and other staff who work beyond their instructional duties in designated leadership roles and/or in leadership positions as defined and selected by an inclusive process at the site (See also Article VIII, Other Pay). Leadership roles/positions may include but are not limited to the:

- Literacy facilitator
- IEP implementation coordinator
- District trainers
- Achievement of Tenure Coordinator
- PDP coordinator,
- Testing/Assessment Coordinator
- Standards facilitator,
- Site mentor,
- Staff development chair/coordinator, and
- Leadership team chair/co-chair.

Section C: Site Instructional Teams:

The most distinguishing characteristic of a team is that its members have as their highest priority the accomplishment of team goals. They may be strong personalities, possess highly developed specialized skills, and commit themselves to a variety of personal objectives they hope to achieve through the team's activities, but their most important business is the success of the whole team in reaching its collectively determined, shared goals. Team members support one another, collaborate freely and communicate openly and clearly with one another. This is the team's collective strength.

Elementary

Teams: A team shall consist of teachers sharing a common group of students. Teachers on a team may teach students in the same grade(s), provide prep coverage for classroom teachers, or participate in a specialized program at a site.

Team Members: Membership on a team is active participation in the planning, instruction, assessment, reflection and development of the team.

Team Leaders: The team shall choose its own team leader.

Middle Grades

Teams: A team will include teachers of English, math, science and social studies. It may also include other disciplines. Teachers must be certified or endorsed in the grade and discipline that they teach.

Team Members: Membership on a team is active participation in the planning, instruction, assessment, reflection and development of the team.

Team Leaders: The team shall choose its own team leader.

Teacher Leader for Platform Implementation (TLPI): The TLPI shall be selected by his/her peers.

High School

Teaming among educators has a positive impact on attendance, student performance and the quality of the learning experience. As MPS high schools transform themselves into collections of small learning communities (SLC's), the implementation of teaming as an professional, educational strategy becomes imperative.

Teams: Each high school shall have Small Learning Communities (SLC's) which will operate as a team. The

SLC coordinator, administrator, site staffing committee and departments, will facilitate and participate in the selection process to determine which teachers teach in each SLC. Additionally, teachers in one SLC may be part of smaller interdisciplinary teaching teams sharing a common group of students. The teachers in the SLC will determine the composition of the teaching teams, if used.

The teachers in high schools will be participants in the teaming implementation process. The teachers' transfer and reassignment process as well as the internal site reconfiguration process must, therefore, accommodate a clear and equitable process to facilitate the formation of good teams. This will require two actions:

- 1) teams must be able to articulate the
 - purpose,
 - interrelationships and
 - process

of their teams and the expectations the teams have of their members in these; and

- 2) an agreement by teachers accepting positions on such team that these are the purpose, interrelationships and process and embedded expectations the teachers will commit to, support and participate in.

Every SLC team, and any other team which wishes to include teaming as an expectation of teachers interviewing for positions on that team, shall prepare and provide a written description of the purpose, interrelationships and process of their team in a framework of

- the school site,
- the team itself and
- the individual's roles and responsibilities.

The description shall follow this outline:

1. the school's mission statement
2. the team's particular educational goals
3. the general roles and responsibilities of individual members of the team
4. the beliefs and values of professional interrelationships generally expressed at the school (the site leadership model and philosophy, for instance)
5. norms of interrelationships on the team, especially as expressed in ideals for effective communications channels and philosophy of conflict management (honesty and equity among all members, and agreement to hear and respect professional differences, for instance)
6. required/desired individual interpersonal and/or organizational skills (mediation or problem-solving skills, for instance)
7. the team's place in the organizational structure of the school
8. the processes, methods and procedures the team uses (interest-based decision making practices or meeting schedules, for instance)
9. required/desired individual process tasks and/or skills (rotating team chair or team recorder/reporter abilities, for instance)

Interviewing teachers shall be provided with a written copy of this description. Claiming a position on the described team shall constitute an agreement to commit to, support and participate as stated in the team description. Prior agreement to terms of a description or any of its components shall not be grounds for an educational reason for denying a teacher seeking a voluntary transfer an opportunity to exercise their seniority bidding rights to a position for which they are otherwise qualified.

Team Rights and Responsibilities:

A team shall be responsible for student instruction. They shall share the common goal of helping students meet or exceed promotion standards for that level. The team shall, therefore, determine instructional methods, consistent with the site and/or SLC program focus. The team will determine how to group and schedule students for instruction in the subjects covered by the team, consistent with the school's master schedule.

Team Effectiveness: Each team shall be responsible for developing, maintaining, improving and assessing an effective teaming process. The following may be used to assess process effectiveness:

At your team meetings, can and do participants:

1. Initiate ideas; frequently offer ideas and solutions?
2. Facilitate the introduction of new ideas; actively encourage others to contribute without worrying about agreement?
3. Direct themselves and their comments toward team goals; often help to identify and clarify goals for the group?
4. Manage conflict; regard conflict as helpful in promoting different perspectives and in sharpening the differences in views?
5. Demonstrate support for others; actively encourage the participation of others and assert their right to be heard?
6. Reveal feelings; openly express feelings about issues; ensure that feelings parallel views?
7. Display openness; freely and clearly express themselves on issues so others know where they stand?
8. Confront difficult issues and behaviors; freely and honestly express views on difficult issues, and objectively identify non-productive behaviors of other team members when they occur?
9. Share leadership; assume responsibility for guiding the group when their unique resources are needed or when they see potential solutions to problems, and willingly follow through with tasks the team decides are necessary.
10. Exhibit proper procedures in the decision-making process; always seek a full exploration of all feasible options, and identify and cite the appropriate language Article V of the contract.

Team members might use this or a similar team self-survey to develop team conversations that might in turn lead to decisions about various types of teaming support and/or staff development might be useful to the team's function and its success in meeting its goals.

Team Composition: The Site Leadership Team will determine the number and type of other (non-team) teaching positions needed at the school, consistent with statutory and contractual requirements based on a building staffing process. At high schools, graduation requirements and student options will be primary considerations. At magnet schools, staffing must also be consistent with magnet program requirements. Special education teachers shall be provided consistent with special education laws, regulations, funding and with students' IEP's.

A team with a strong foundation works well together, focuses on student needs, has clear processes that are efficiently solve problems, accommodate conflicts, develop skills and build relationship among members. An effective team will offer students a variety of qualities:

- Complementary teaching styles
- Complementary instructional skills
- Background and experience

Team members actively participate in the planning, instruction, assessment, reflection and development of the team.

SLC Site Coordinator: The SLC Site Coordinator will coordinate one SLC at a site. The SLC Site Coordinator will be chosen by the members of that SLC.

SLC Team Coordinator: the SLC Team Coordinator will regularly meet with the SLC team to facilitate the planning of strategies, the acquisition and use of resources and effective communication

Budget Allocations for Schools and Teams: Teachers will have discretion over funds that may be allocated to their SLC team and/or classrooms by the Site Leadership Team.

Section D. School Improvement Process (SIP)

General: The School Improvement Plan (SIP) is a method for improving school performance.

The Site Leadership Team is responsible to create, implement, review and revise the SIP.

School improvement planning expects the school to annually review past performance; set specific, measurable targets for improvements aligned with District Improvement Agenda goals; take action; assess the results of their actions; and revise goals. In this way, the plan guides schools through a systematic process for continuous school performance improvement.

It is important to be inclusive in the development and revision of the School Improvement Plan (SIP) (see Section C). There should be representatives from the entire school community including teachers, other staff, parents, community representatives, and students when appropriate. Building a sense of ownership of the plan will foster commitment as schools move to implement the plan.

<i>School Improvement Plan</i>	<i>School Improvement Feedback</i>
Developed annually by each school community	Annual feedback to schools on their School Improvement Plan (SIP)
Purpose: To provide focus and direction to the school in order to increase student achievement. To set multi-year goals for improvement. To ensure that the multi-year school focus is aligned with the District Strategic Direction, the District Improvement Agenda, District and State standards.	Purpose: To review School Improvement Plans. To provide feedback on School Improvement Plans to help schools improve their planning process.

Components of the SIP:

Goals: are aligned with the DIA

Objectives: specific to what students will do; must be measurable

Data: showing the current need for the goals and objectives

Strategies: activities that will lead to achievement of the goals and objectives; what teachers, staff members and/or students will do

Timeline: show specifically what will happen and by when

Accountability: who is responsible for strategy implementation?

Budget: how much will be spent, and from what source(s)

Evaluation: how will we know the strategy is helping the site to meet the objective?

(See Article IV Addendum for examples)

The School Improvement Planning Process: Creating and Revising the SIP: CFL has outlined a four-step process to help schools gather and analyze evidence about their educational practices. Schools will use this data to create and implement a school improvement plan.

1. Gather evidence
2. Analyze evidence
3. Create and implement a school improvement plan
4. Revise and reflect

The Site Leadership Team is responsible for the following phases in creating and using the SIP:

Phase 1: Set the Stage for the New Cycle: Communicate to the school community the purpose of Continuous Improvement and the School Improvement Plan. Define the specific process your site will use to develop the SIP. Describe how members of the school community can be involved. Form a team to write the SIP. Gain commitment to the process from school community. Measure the process and plan against Standards of Effective Schools.

Phase 2: Use Data to Develop Goals: Identify key questions that focus on student achievement. Determine data needed to answer questions. Analyze the SIR data. Evaluate progress toward goals. Develop improvement goals.

- Phase 3: Use Additional Data to Develop Objectives and Strategies: Identify and develop measurable objectives. Collect and organize additional data. Choose strategies to support objectives.
- Phase 4: Develop the Plan: Identify budget resources to support the strategies. Decide on strategies to bring the plan to life. Design and focus staff development to support the strategies. Assign responsibility and a time line for action. Establish evaluation and monitoring plan. Plan for sustained effort and accountability. Celebrate the completion of the written plan.
- Phase 5: Commit to the Plan: Communicate the plan to the school community. Commit to implement the plan.
- Phase 6: Align the Professional Development Plan to the SIP and identify additional staff development needs. Complete the actions defined in the plan. Execute the staff development plan.
- Phase 7: Monitor Progress and Continuously Make Adjustments: Collect data to monitor extent of implementation and to measure progress toward goals. Review and analyze data. Identify successes and needed areas of improvement and the reasons for each. Refocus resources. Update and revise plan as necessary. Measure the process and plan against Standards of Effective Schools
- Phase 8: Communicate Progress and Results: Report to the School Community. Use additional methods to disseminate progress and results. Celebrate successes.

This page reserved for School Improvement Planning Cycle Chart

Performance Conversations:

In order to support schools in their effort to improve, the District has realigned services to support its schools. To facilitate support, the District Improvement Agenda calls for “performance conversations” with the team from the Area Office and the principal and site team leaders. The performance conversation will reflect the school’s knowledge of how the school’s goals align with the DIA goals as well as how the school uses the SIR to guide decisions as the school develops its SIP. The performance conversations will help identify how district services can support the unique needs of each school.

Decision-Making Parameters:

Where Decisions Are Made: The Strategic Direction of the Minneapolis Public Schools acknowledges schools as centers for performance. The District sets the standards of organizational and student performance. Schools are to initiate and implement the changes necessary for improving student achievement, with support from service oriented Area Offices and from the Central Office.

The philosophy guiding this work is that school sites should have as much flexibility as possible in managing their educational programs. In other words, the District sets system-wide standards (expectations) of learning and instruction for all students. The District pays close attention to these “ends” or results expected. The schools are to have as much flexibility as possible regarding the “means” of achieving those results provided the school is able to produce and demonstrate student achievement.

The decision-making parameters found at the end of Section III intend to describe *what when, where, and how of the decision making process*. The 1997 revisions amended these parameters with regard to student performance standards, curriculum, instruction, and assessment. The parameters are fluid and will continually change to reflect the best partnering possible between the District offices and the schools. School leaders and others in the community are invited to improve parameters, policy, and past practices on an ongoing basis as the site considers appropriate and advantageous to student learning goals.

Many who have seen the parameters document praise its honesty and clarity, but criticize its tone. Words such as District, decide, and advise, for example, sound legalistic and formal; that is not intentional. When the word “decide” is used, it does not mean to imply one person or the District unilaterally declaring a decision. It is intended to state where decision-making *responsibility* lies. Additional work must occur at both the school and District levels to further clarify who makes the decisions and how decisions are made. Sometimes decisions will be made by teams; sometimes by individuals. Many different means can be used. However, in deciding, these are the “givens”:

- The Strategic Direction for Minneapolis Public Schools is our overall guide.
- Decision must be within federal and state law, contract language, referendum requirements, and Board of Education policy unless a variance has been received.
- Equity. Decisions must assure the education of all children. The District will take action at times to ensure equitable conditions within each school and across the District.
- Participation/Inclusiveness - balanced with timeliness. Input and involvement of others is encouraged - particularly from those whom we serve. We believe that decision quality improves with diverse input and participation. We hope that early two-way consultation and ongoing collaboration between the District level offices and the schools on these decisions will be the norm. Regardless of whether the District or school is making the decision, we would like the process to allow for input from families, students, all staff and community members. At times, decisions will need to be made very quickly due to urgency or opportunity - and may be less inclusive.
- Communication. Not everybody has to be, nor will be, directly involved in decision-making. But one thing is clear: if a decision has not been communicated, a decision has not been made. Decisions need to be communicated clearly to all who are affected.
- Evaluation. Those who decide must welcome and use feedback and evaluation techniques to continually improve their decisions. Those making decisions should decide “up front” how they will assess progress. The District offices are also charged with assessing progress, communicating how we are doing, and providing support and feedback.

Scope of Authority: The scope of authority for site decisions is delegated by the Board of Education to the sites and is printed at the end of this book.

Parameters: In managing the school, the School Site Leadership Team should make its decisions within these parameters:

- The Strategic Direction of the Minneapolis Public Schools as a guide;
- Federal and state law, contract language, referendum requirements, and Board of Education policy, unless a waiver has been received;
- **Equity.** We are a public institution, and as a public institution, we serve all students. The actions of the Leadership Team must embody sound educational policy equitably applied to all students and must assure the education of all students;
- **Diversity.** School Site Leadership Teams will be less effective if any constituency groups are left out of the process. Input or involvement of others who are not members is encouraged as it is believed that decision quality improves with diverse input and participation. The Team should be strategic in establishing processes for listening to the diverse opinions of their school communities; these may include such techniques as round tables, park meetings, surveys, and call-ins. There will, of course, be times when decisions will need to be made quickly due to urgency or opportunity;
- **Accountability.** Those making decisions are accountable for the results. Accountability means assuring that decisions get made; committing to the decisions; support for implementing; communicating the decision; reporting on the results to others; conducting ongoing evaluation; dealing with the impact by receiving feedback and reporting on results and initiating needed changes;
- **No Negative Effects On Other Schools.** Site team decisions should consider all effects and not make decisions that negatively impact other schools and communities;

Standards of District Support for Effective Schools: District support for schools will be consistent with the Strategic Direction of the Minneapolis Public Schools, the District Improvement Agenda, curriculum and performance standards for learning, and school quality standards. This will require that the District understand the plans, progress, and strategies at each school site. To meet this expectation, the District has developed Standards of Support for Effective Schools. These standards are designed so that each school receives assistance that meets the specific requirements of each school site.

District level support services shall undergo a self or exterior constituent assessment of its effectiveness measured against the following standards:

1. HAVE HIGH STANDARDS FOR STUDENT LEARNING IN ALL SCHOOLS.
 - Learning standards are clearly defined.
 - Outcomes throughout K-12 and upon graduation are linked to Minnesota and national standards.
 - The school community is knowledgeable of and understands expected outcomes.
 - All schools have School Improvement Plans focused on improving student achievement.
2. PROVIDE CURRICULAR, INSTRUCTIONAL AND ASSESSMENT LEADERSHIP IN SUPPORT OF WHAT STUDENTS SHOULD KNOW AND BE ABLE TO DO.

The District has:

 - clear learner standards which are aligned with state and national standards;
 - curricular content describing what students know and are able to do at each grade level and grade level expectations in each field of study (social studies, language, math, health, etc.);
 - ongoing identification and support of effective and promising instructional strategies and practices;
 - an assessment system for reporting the degree to which each student demonstrates mastery of the intended standards.
3. SET STRATEGIC DIRECTION AND ESTABLISH IMPROVEMENT PLANNING PROCESSES TO SUPPORT STUDENT ACHIEVEMENT.
 - The District has clear mission, vision, and goals.
 - Planning processes are inclusive, shared, and well known throughout the District.
 - Action results from planning.
 - All schools have School Improvement Plans focused on improving student achievement.
 - The District leads cross-jurisdictional, long-term planning within the city.

4. PROVIDE LEADERSHIP WHICH IS VISIONARY, REFLECTIVE, FOCUSED, AND CONSISTENT OVER TIME.
 - The school community knows the Strategic Direction of the District.
 - The evolutionary and ongoing nature of change is understood and supported.
 - Those leading and participating in positive change consistent with the vision are valued, supported, and recognized.
 - Conditions are created that enable active sharing of what is learned across the District, across other districts, and across the nation.
5. MODEL AND SUPPORT A DIVERSE, SAFE, RESPECTFUL, AND AFFIRMING ENVIRONMENT FOR ALL.
 - The District employs Multicultural, Gender Fair, Ability Sensitive, Developmentally Appropriate (MCGFASDA) practices for:
 - attracting and retaining outside staff;
 - community partnerships;
 - alignment of policy and practices.
 - Support systems are established to ensure implementation of District wide (MCGFASDA) plan.
 - The District supports both policy and practice of zero tolerance for violence.
 - Student achievement, curricular content and instructional strategies reflect a diverse and global society.
 - Survey results confirm an environment of safety, respect, and affirmation.
6. WIN COMMUNITY-WIDE SUPPORT TO PROVIDE RESOURCES FOR THE DISTRICT AND ITS SCHOOLS.
 - The District actively produces or secures needed services to support the schools.
 - District policies, procedures, budgeting priorities, and decision-making are focused on student achievement.
 - Systems are developed and maintained to deliver services focused on student achievement.
 - Taxpayer, voters, and federal and state lawmakers confidentially invest in our schools.
 - Funds are leveraged through creative, matching fundraising efforts.
7. SUPPORT AND FACILITATE CONTINUOUS IMPROVEMENT/LEARNING OF ALL STAFF.
 - District has high standards for all staff.
 - District supports staff development and skill training for all employees.
 - District supports a professional development process for each employee.
 - Performance assessments occur as ongoing, regular feedback.
 - Employees understand the knowledge and skills needed for their work.
8. ENSURE ACCOUNTABILITY WHILE AT THE SAME TIME RESPECTING SCHOOL AUTONOMY.
 - Schools are supported as the primary centers for change.
 - Clear goals and performance standards are set rather than telling schools how they must be met.
 - An orientation is created towards achievement of results rather than procedure.
 - Evaluation processes are in place to assess achievement of goals.
 - The District identifies areas where standards aren't being met and helps schools meet those standards by providing support services along a continuum from self-improvement to fresh start.
 - Roles and expectations for decision-making are clear.
 - The District collects and focuses reporting to the community.
 - District offices look for success stories inter- and intra-District and encourage replication, as appropriate.
9. FORGE LINKS WITH THE COMMUNITY TO ADVANCE LEARNING READINESS AND STUDENT SUCCESS.

The District partners with:

 - other public institutions
 - businesses
 - non-profits
 - private foundations

- post-secondary institutions
 - professional organizations/unions
 - The District collaborates with partners to create service systems which prevent duplication, are user-friendly, and are effective in supporting students and their families.
10. LISTEN AND COMMUNICATE.
- Opportunities are created for continual conversation and feedback within the whole District community.
 - Many mechanisms exist to reach out to various communities and hear back from them.
 - The District develops and maintains ongoing conversation among teachers and teachers, teachers and principals, building and central office, school to school.
 - Information is available when and where needed.
11. EXHIBIT A SERVICE ORIENTATION.
- District offices find out what schools need to succeed and continually improve their abilities to meet those needs.
 - When District offices are responsible for assuring adherence to District wide norms, they make it easy for schools to comply, give schools feedback about how they are doing, and target intervention services for the few that require them.
12. PROVIDE AN INFRASTRUCTURE NECESSARY TO SUPPORT EFFECTIVE SCHOOLS.
- Information management and technology acquisition supports.
 - Support services such as facilities, transportation, and food services are active partners in academic program decision-making (and the reverse is true as well).
 - The District's infrastructure of support advances academic, administrative, and communication goals.
13. ASSURE THAT ORGANIZED STAKEHOLDERS ACTIVELY WORK TO PRODUCE EFFECTIVE SCHOOLS.
- The Board of Education, union leaders, and central office administrators challenge their own and each other's past practices, beliefs, written contracts.
 - District wide mechanisms for ongoing, meaningful stakeholder involvement are created.

Section E. Accountability Through Quality Feedback:

Assessment of Shared Decision-Making. At least annually, each school team and the District should undergo a self- or external-assessment of its decision-making process. While the School Improvement Process (SIP) looks at "Are we doing the right things to improve student achievement?" this assessment would ask "How are the means we are using working?" These site evaluations would measure areas such as:

- the efficacy and efficiency of decision-making processes;
- the listening to and communicating with various school constituencies;
- the connection of decisions to the District's Strategic Direction and the School Improvement Plan;
- the decision-making parameters themselves;
- the decisions represent what is best for the whole while respecting the needs of constituencies;
- the leadership is shared among stakeholders.

Assessment tools may include, e.g., annual surveys of staff, focus groups, QIP, self-study, surveys of families, students.

School Information Report (SIR). The School Information Report provides data to schools that will assist them in planning programs to help students achieve. Information is provided about student progress in specific content areas as well as other areas of the school program. These measures support a continuous cycle of learning that informs the School Improvement Process. Schools will then use this information to assess the progress they have made and to plan for the next school year of the School Improvement Process.

Teacher Information Report (TIR). All teachers will be given the Teacher Information Report in a timely manner. The TIR provides data and recommends strategies to improve student achievement. Teachers will use the information to identify/assess the progress students have made, adjusting teaching strategies, and to plan for the next school year of the School Improvement Process.

School Improvement Feedback (SIF). The purpose of the School Improvement Feedback process is to provide annual feedback to schools on their School Improvement Plans. The intent is for schools to use the information to improve their plans and, ultimately, to improve their effectiveness in increasing student achievement for all students. The customer in this process is the school community. The process is not about evaluation but about feedback for continuous improvement. Each school will receive written, timely feedback on their School Improvement Plan each year. Teams comprised of staff, parents, and community members will be trained to review plans and write feedback reports. Each plan will have more than one reader. The written feedback reports will identify areas of strength and opportunities for improvement.

The intention of this feedback is to assure that:

- SIP goals are aligned with the District Improvement Agenda goals and address critical areas for improvement suggested in the School Information Report;
- activities and strategies align with SIP goals;
- SIP achievement indicators are clearly related to goals;
- evaluation will provide adequate feedback;
- the SIP is clear, concise and easy to understand, with clearly designated accountability and timelines.

The School Improvement Plan. The area superintendent's charge is to provide constructive feedback to all schools on their School Improvement Plans. The performance conversation will reflect the school's knowledge of how the school's goals align with the DIA goals as well as how the school uses the SIR to guide decisions as the school develops its SIP. Performance conversations will help identify how district services can support the unique needs of each school.

The review and feedback will be based on the following criteria:

- Critical areas identified by the school for improvement are related to the DIA.
- SIP goals show how school plans reflect both DIA goals and critical areas as identified in the SIR. An example of an SIP goal would be "Improving Achievement".
- SIP objectives are measurable. The objective is clearly stated, includes expectations of anticipated results, and is measurable. These are related to the goals identified in the DIA. It is the quality of the results, not quantity that counts.
- How will you know if you are successful? These indicators serve as benchmarks to assess whether progress toward achieving the goal is occurring. These indicators should also be aligned with other components of the district's success indicators. Indicators of goal achievement support how the strategies contribute to achievement of the goals.
- Strategies and activities are well aligned and integrated and will contribute to the achievement of the goal. Goals are likely to be achieved through the implementation of these activities and strategies. Each strategy identified is clearly linked to the goal. The plan indicates who is specifically responsible for implementation and states the target date by when the strategy will be completed and evaluated.
- There are several activities connected to each strategy and they will be organized according to the DIA goals. Staff development plans must be aligned with the goals identified in the SIP. Procedures for measuring the impact of staff development activities are included in the SIP. Professional Development plans for teachers and other staff should also be aligned with SIP goals. The school's staff development goals are aligned with the SIP goals and activities and should be included in the SIP strategy and activity and budget portions.
- It is necessary to establish the budget allocations as a school's goals are set and actions and strategies are put in place. Including a budget helps in several ways: the budget is focused on the school's goals and staff development plans; it serves to monitor use of state compensatory dollars to meet the needs of students most in need of intervention; it offers a way to begin discussion of budget goals for the next year.
- Progress toward achieving identified goals is monitored throughout the year and necessary modifications are made. The SIP should include ongoing monitoring activities that show progress toward goals in order to make and implement midcourse corrections and adjustments. The greater school community should also be kept informed about the school's progress toward achieving its SIP goals.

- The process for evaluating progress toward each goal focuses on learner standards. It is not enough to simply report that something was done. It is critical to report how well it was done and its impact on student achievement.
- The plan and its results are communicated to the school community. Once the SIP is developed it needs to be shared with the greater school community so that everyone is aware of the school's goals and the actions which will be taken to achieve those goals. It is recommended that the plan is shared in a variety of ways. People should be reminded of the plan throughout the year. A copy of the plan should also be sent to the area superintendent.
- At the end of the school year, the school should prepare a final report which summarize the SIP goals for that year and the extent to which those goals were met. This information should be reported to the greater school community and School and Site Services. This report will also provide critical information when the school prepares its SIP for the following school year.

Quality Improvement Process (QIP). The Quality Improvement Process is an important piece of a larger accountability system. The Quality Improvement Process or QIP, is an internal accountability tool that fosters a continuous culture of school self-improvement. It combines structured and comprehensive self-examination and reflection with in-depth review and feedback by an external team comprised of educators, peers, community members, and customers (QIP Cadre) (Minneapolis Public Schools Quality Improvement Process, Guide, and Assessment Criteria, 1997).

The Quality Improvement Process (QIP) encourages internal accountability within Minneapolis Public Schools. It provides schools with a safe environment for in-depth reflection and promotes the type of collegial professional environment that supports and promotes positive change.

The Minneapolis Public Schools Quality Improvement Process is a standards-driven, internal and external feedback process to support a School Improvement Plan, actions, and results.

Two feedback processes are developed:

1. Written *School Improvement Feedback* for all schools, annually. (SIF)
2. The QIP process provides a structured, in-depth self-examination of schools planning and actions and feedback from an external cadre comprised of educators and community members.

All sites are expected to be on a course of continuous improvement. QIP is designed to respond to requests for more in-depth and structured feedback to inform school improvement planning. All sites will ultimately undergo the assessment as part of the cycle of school improvement. The assessment will help schools:

- increase capacity to gather, use, and interpret data;
- test assumptions;
- learn to look at program as a whole system, with interconnected parts, rather than focusing on individual programs or people;
- develop a natural, systematic approach to quality improvement;
- clarify goals, improve actions and results;
- most importantly, improve student achievement!

MINNEAPOLIS PUBLIC SCHOOLS – ACCOUNTABILITY FRAMEWORK

Improving Our Schools/Ensuring Quality Performance

KEY PLAYER	PRIMARY ROLE	IMPROVEMENT CYCLE/ KEY INDICATORS	PRIMARY FUNCTION	KEY STANDARDS	FREQUENCY
<i>School Board</i>	Oversight/policy formation	District Improvement Agenda	Establish District priorities	Strategic Direction	Continuous/ annual progress
<i>District Office Administration</i>	Administrative/ supervision Support for school sites	School Performance Continuum	Support and monitoring school performance Ensuring adequate remediation when necessary	Standards of Effective District Support	Continuous/ annual progress
<i>Schools/Sites</i>	School improvement Increasing student achievement	School Improvement Planning/Plan Feedback (SIP/SIF) Quality Performance Award Quality Improvement Process (QIP)	Improvement action planning and Implementation Performance based incentives In-depth organizational self-examination/reflection	Standards of Effective Schools	Continuous/ annual progress Continuous/ annual progress Approx. every five years
<i>Teachers/Principals/ Educational Assts./Other Classified Staff</i>	Increasing student achievement Professional improvement	Professional Development Process (PDP)	Self-study and peer collaboration Professional improvement/ action planning/implementation/reflection	Standards of Effective Instruction	Continuous/ annual progress
<i>Families/Students</i>	Ensuring student achievement	Individual Learning Plan and ILP goal setting process with teacher	Establish student learning priorities Involvement in child's education	Student Performance Standards Family Involvement Standards	Continuous/ annual progress

Section F. The School Performance Continuum.

General: The mission of the Minneapolis Public Schools is to ensure that all students learn. Much work has occurred at both the State and District levels to set content and performance standards for student learning. Now, additional work is occurring to help sites/programs assess how they, as organizations, are performing in the realization of this mission.

An organization is in a dynamic, fluid relationship to its development goals, either improving in performance, staying static, or in actual performance decline. Thus, schools are able to place themselves along a performance continuum according to objective evidence of selected performance indicators. It is crucial for the District to be accurate in reporting the placement of each school along this continuum, and to provide support to sites to ensure that all schools make satisfactory progress toward their SIP goals.

To measure and monitor school performance, Site Leadership Teams will annually review a performance assessment data, to analyze evidence of the school's performance on the selected indicators. This performance assessment may include both an internal self-study, and an external school audit. An AYP or QIP process shall satisfy the assessment. At a minimum, an effective review should address the following:

- instruction
- curriculum
- assessment
- school management and leadership
- staff attitudes
- professional qualifications and competencies
- percentage of non-tenured staff
- professional development of staff
- parent, student and community perceptions and involvement
- school discipline
- safety and security
- instructional supplies and materials
- the physical plant and facilities
- and the adequacy of the District's support for the school

Sources of information for this self-study may include the Vital Quality Performance Indicators of School Achievement, included at the end of this Article. These indicators are a combination of standardized measures, growth indicators, and survey/interview data. This accountability system is designed to measure an individual school's progress against District standards for school achievement, school climate, attendance and suspension rates, and gifted and talented programming. Any sources or indicators may be use for this self-study, including:

- Effectiveness of the Site Leadership Team
- Effectiveness of the Instructional Leadership Team
- Staff Relationships

The external audit may be the Quality Improvement Process. The information and analysis provided by the school self-study should help to guide an external school audit team which, at the completion of its work, will be in a position to recommend actions that should be taken to improve the school. The external audit team should include the building principal and other licensed personnel. Schools may be asked to be involved in a North Central Accreditation assessment.

District support staff and community representatives will meet with the Site Leadership Teams and building staff each year to provide support as the school focuses on their annual performance assessment process, their improvement goals, and the school's progress toward achievement of goals specified in their SIP. This annual performance assessment will assist sites in determining their placement along the School Performance Continuum:

- Development Stage
- Support and Technical Assistance Stage
- Intervention Stage

The Development Stage for Continuous Quality Assurance: For those schools whose annual performance assessments indicate satisfactory standing on the School Performance Continuum, District support services will be available to sites to ensure continuous quality.

Examples of these services may include:

- Performance grants;
- Specific technical assistance identified by the site for goal setting or SIP implementation;
- Training in SIP implementation;

- Assistance with site-specific topics, such as Site Leadership Team by-laws, members' selection, length of term, communication effectiveness within the building, measures of accountability to stakeholders, and their role and effectiveness in solving leadership problems or questions occurring within the site;
- Assistance with systematic planning for the transition from a former to a new administrator at the site; or

Assistance with the assessment of leadership functions with the use of annual surveys of building staff and/or stakeholders, focus group interviews, the use of the Standards of Effective Schools (included in this Article, as a guide), or other measures such as these tools are:

- Consensus building model
- Adaptive Schools-Garmston and Wellman
- Good Seeds Grow Strong Cultures-John Saphier
- Democracy in Action-Clark Glickman
- Renewing American Schools

The Support and Technical Assistance Stage: Those schools whose annual performance assessments using the Vital Quality Performance Indicators show that the site's efforts at self-improvement have not been adequate, will receive District services at the Support and Technical Assistance Stage. Tier 1 schools will receive Support and Technical Assistance services. Tier 2 schools may self-select to receive services. These schools are identified using fair and widely accepted criteria. The District will assist sites in determining the appropriateness of this level of support, and in identifying areas for improvement. All stakeholders, including staff, students and parents will be informed about the criteria by which the school's performance is being assessed. When high needs areas for improvement are identified, school staff and stakeholders will be informed promptly, and given access to supporting data and intervention options being considered. Timely action must be taken to improve these high needs schools.

In situations where a school is identified as eligible for District services at the Support and Technical Assistance Stage, a core team will be established to coordinate services to the site. This core team will include representatives from the Site Leadership Team, the Area Superintendent's office, representatives from the Principals' Forum, the MFT, TIS. The Superintendent may request the Department of Children, Families and Learning and/or other outside agencies as appropriate. The MFT representative will be part of the core team to ensure that teachers and other school staff have the opportunity to continue learning, are being treated professionally, are involved in decision-making and are part of the solution.

The action plan for high needs schools must be educationally sound and effective. The oversight and coordination for the plan's development and implementation shall be the responsibility of the core team. The challenge is to take the scientific research on programs and pedagogical approaches that have been proven to work, and use it to ensure that children and schools succeed. The core team for sites at the Support and Technical Assistance Stage will ensure that services to the site:

- are based on high academic standards;
- enforce high behavior standards;
- use objective criteria of performance that are clear and understood by all stakeholders;
- address the particular needs of the individual school;
- are supported by scientific research; involve staff and provide them with the professional development, time and resources they need to be effective.

Examples of services at this level for high needs schools include:

- Challenge grants;
- Climate surveys/assessments and /or administrative assessment;
- External guidance: from consultants, from successful peers (peer coaching/mentoring);
- Joint District-Site decisions, based on what's best for kids;
- Extra support for students;
- Additional time and/or resources for staff development.

A timeline for District services at this support and technical assistance stage and a specific follow-along/follow-up plan will be established by the core team, to ensure that the school action plan is implemented

appropriately, and leads to satisfactory progress toward specified improvement goals. As satisfactory progress is established, the core team continues to monitor and provide technical assistance as necessary to ensure continuous quality performance, until the site is able to more independently function at the level of the Continuous Quality Assurance stage.

The Intervention Stage: For sites in which the outcomes from the Support and Technical Assistance Stage of District services do not result in satisfactory and sustained progress on the School Performance Continuum, the school enters the Intervention Stage of District services. The core team may be formed again according to the site's specific needs.

Once a school's strengths and most pressing needs have been identified, the District assists the Site Leadership Team in choosing among those replicable, research-based programs that have a record of success in similar situations. The core team prescribes corrective actions to be completed, with strict expectations and timelines. Since staff support is critical for the effective implementation of a successful academic plan, any staff member who prefers not to work with the adopted model will be allowed to transfer under Article XVI of this contract, and a team of teachers with training and experience in the selected model will be recruited into the school.

Voting for change by licensed staff: Staff members should be provided with enough information to make informed decisions from among research-based improvement models.

- a) Staff members should be furnished with accurate information about research results, costs, and any additional professional development, curriculum materials, or other assistance that might be necessary for the effective implementation of each program.
- b) Presentations on the programs under consideration should address the specific needs of the school, use data and examples to illustrate how the program can help raise student achievement, and provide a realistic description of what effective implementation would involve.
- c) Staff representatives should be provided opportunities to make site visits to school sites where the programs under consideration are being implemented.
 1. Teachers should choose by secret ballot, such ballot to be overseen by the MFT and the Forum.
 2. Programs should be adopted by a consensus or, failing that, a two thirds majority.

Redesigning Staffing for High Need Schools: Minneapolis Public Schools and the Minneapolis Federation of Teachers believe that all children deserve a quality education. The existence of high need schools diminishes public confidence in all our schools and has negative consequences for students, teachers, other school staff, and our community.

Implementing effective school-wide improvement is a massive undertaking because it touches upon all areas of a school's culture and practice. To achieve whole school reform and improvement, educators must tackle a comprehensive set of initiatives, including appropriate professional development, high-quality curricula, and a number of other organizational changes.

The goal in redesigning staffing for high need schools is to support the organizational improvements needed to provide the most appropriated staffing configuration based on such characteristics as experience, balance, instructional skills, mentoring skills and stability. Funding needed to support options and opportunities shall be determined at the site level in collaboration with the Area Superintendent.

- Tier 1 and Tier 2 schools shall be given the choice to self identify for participation in the process.
- Implementation shall be effective for the 2003-04 school year.
- Staffing conversations with the Teacher Placement Committee and participating schools shall occur during the 2002-03 school year.
 - The site administrator, building steward, site mentor, and Leadership Team/Instructional Leadership Team member will constitute potential team members at the site level.
 - The Teacher Placement Committee and an Area Superintendent shall constitute the District/MFT team.
- Participating schools shall implement the School Performance Continuum process as defined in this section. The Teacher Placement Committee, in consultation with the site, will decide how far into that process each site must be at the start of participation.
- Staffing conversations for staffing support will occur prior to budget tie-out whenever possible. All decisions made to accommodate a site's staffing support requests will be made by the Teacher Placement

Committee, in consultation with the site team.

- The following opportunities will be used by the Teacher Placement Committee to guide staffing discussions with participating sites:
 - To have Professional Development Centers on site.
 - To have a building mentor to support the professional and staff development needs of the site, as described in Article V of the contract.
 - To have additional time for staff and professional development
 - To have National Board Certified teachers to work with the Instructional Leadership Team at sites to support the development of job-embedded staff development.
 - To have teacher emeritus support. The Instructional Leadership Team shall determine the support provided by the teacher emeritus
 - To have Probationary/Tenured Teachers Job Share positions at participating sites. The addition to that language shall be that the probationary teachers shall work and be fully compensated for a full time position. The probationary teacher shall co-teach with and be mentored by the tenured teacher for 0.5 of the assignment.
 - To have other forms of opportunities negotiated by Teacher Placement Committee and the school based on the needs of the school.

Supporting high need schools requires the commitment and support of all those involved with the schools – teachers, support staff, administrators, district leaders, families and the community. For systemic improvement to occur, all organizational resources must be committed to the improvement of learning for all students.

1. Staff who wish to leave the program may go through the voluntary transfer and reassignment provision in Article XVI.
2. In addition to the opportunity to transfer out, the District may recruit teams of teachers for the target school who have training and experience in the selected model through the new program language Article XVI, Section E.
3. To support staffing needs in District defined Tier 1 and self-identified Tier 2 schools, site teams may submit a plan consistent with the process in this article to the Teacher Placement Committee. The Teacher Placement Committee shall, upon approval of the plan, participate in a staffing conversation with that site.

Implementing programmatic change throughout the implementation process, according to the evidence on organizational reform, is most successful when it meets the conditions below:

1. To increase the likelihood that the best results will be achieved, schools should be allowed to fully implement all of the key elements of the research-based school improvement models.
2. School staff should be provided with all of the professional development materials and support they need to make the program work.
3. To support staffing needs in District-defined Tier 1 schools and self-selecting Tier 2 schools, site teams may submit a plan consistent with the process in this article to the Teacher Placement Committee. The Teacher Placement Committee shall, upon approval of the plan, participate in a staffing conversation with that site.

ESEA: Under provisions of ESEA, Title I schools that do not make Adequate Yearly Progress (AYP) for the fourth or fifth consecutive year, and are therefore required to make significant programmatic and/or governance changes, including staff development, school program or staff restructuring shall follow the processes found in this section of the teacher contract.

Fresh Start: If, despite intervention efforts, student performance fails to improve within a reasonable time frame, the core team may recommend a fresh start procedure to the Superintendent and the School Board. The Superintendent and the School Board shall make the final decision on Fresh Start. When a new school is opened to replace the closed school, whether or not it is located in the same physical plant, it should be designed around a research-based academic improvement plan shaped by stakeholders, including the union and

new Site Leadership Team. Staff should receive enough information to make an informed decision about whether or not they wish to be assigned to the site, based on their training and/or experience with the new model, under the New Program provision, Article XVI, Section D. Those not selected by the new school will have transfer rights to other schools as excessed teachers under Article XVI, Section C.

Quality Performance Indicators of School Achievement: The District's accountability system is broader and more systemic than any accountability system in the state, measuring individual school progress against district standards for student achievement, school climate, attendance and suspension rates and gifted/talented programming. Points are assigned to each indicator to show whether or not the school is meeting the standard for that indicator. The average of the combined results in a school's overall point total can range from low (1) to average (3) to high (5).

ELEMENTARY AND MIDDLE SCHOOL INDICATORS:

- Percentage of continuously enrolled students making about one year's growth or more in Northwest Achievement Levels Test (NALT) reading and math.
- Percentage of students "on-course" to pass the Minnesota Basic Standards Test (MBST) reading and math on the first attempt in 8th grade (based on NALT scores).
- "Beat the odds": Growth in reading and math greater than predicted for continuously enrolled students; difference between actual NALT Normal Curve Equivalent (NCE) and NCE predicted by pretest level and student characteristics (non-English, special education, poverty, etc.).
- "Beat the odds" – Growth in early reading proficiency greater than predicted for continuously enrolled students; difference between actual words per minute score on grade two Oral Reading Assessment (ORA) and score predicted by grade one ORA and student characteristics(grade two NALT also equated to grade two ORA).
- Long term productivity: repeatedly, a high percentage of students making about one year's growth or more; weighted average of past three years' NALT growth data for all students.
- Student performance compared to state high standards in reading, math, and writing (grades three and five combined); state points for Minnesota Comprehensive Assessment (MCA) are calculated as follows: Number of students in Level 2 x 50 points plus Number students in Level 3 x 100 points plus Number students in Level 4 x 125 point, then Divided by total number students.
- Change in state points for MCA from previous year in reading, math, and writing (grades three and five combined); (see indicators 10, 11, and 12).
- Percentage of students passing the MBST in reading and math on their first attempt in 8th grade.
- Increase in percentage of students passing the MBST in reading and math on their first attempt (from two years ago to current year). Reading and math gains for students who are above the basic standard level; change in the NALT scores for continuously enrolled students in the top one-fifth of the class.
- Reading and math gains for students who are below the basic standard level; change in the NALT scores for continuously enrolled students in the bottom one-fifth of the class.
- Equity of achievement; Given current growth rates on NALT, will each ethnic group meet or exceed national average within 5 years? For each ethnic group (N(~10) calculate percentage of annual growth goal that was met: Subtract last year's NCE from 50. Divide by five (years) to get annual growth goal needed to reach national norm. Divide this year's actual NCE growth by annual growth goal from above.
- Percentage of students and staff who agree with safety statements; based on survey responses from all staff and one grade level of students(for example, in K-S school, 5th graders surveyed, in K-8 school, 8th graders surveyed).
- Percentage of students and staff who agree with respect statements; same as above in terms of who was surveyed in the school.
- Percentage of students suspended for behavior that threatens the safety of others.
- Change from last year in suspension rate for behavior that threatens the safety of others.
- Quality of Gifted and Talented program; program rated with District's Quality Gifted Services Rubric.
- Percentage of students attending 95% of enrolled days.
- Improvement in attendance from previous year; change in percentage of students attending 95%.
- Percentage of students required to attend summer school based on test scores who actually attended; grades two, three, and eight only.

HIGH SCHOOL INDICATORS:

- Percentage of students making one year's growth or more in reading and math (8th grade MBST to 9th grade NALT).
- Percentage of students passing reading and math MBST in 9th grade (students who failed in 8th grade or new to the District).
- Percentage of students passing writing MBST in 10th grade.
- Change from previous year in the percentage of students passing the writing MBST's in 10th grade.
- Percentage of students assessed with PLAN.
- Change from previous year in percentage of students assessed with PLAN.
- Average PLAN composite score in NCE units; national mean = 50 NCE.
- Change from previous year in Average PLAN NCE composite performance score.
- Change from previous year in the percentage of 9th grade students passing the reading and math MBST in 9th grade.
- Percentage of students of color enrolled in Advanced Placement (AP) or International Baccalaureate (IB) classes.
- Change from previous year in percentage of students of color enrolled in AP or IB classes.
- Percentage of students of color enrolled in magnet programs.
- Percentage of students and staff who agree with safety statements on staff and student surveys (All staff and 11th grade students surveyed) Percentage of student staff who agree with respect statements on staff and students surveys. (Same group as above surveyed).
- Percentage of students suspended for behavior that threatens safety of others.
- Change from previous year in rate of suspension rate for behavior that threatens safety of others.
- Change from previous year in percentage of students of color enrolled in magnet programs.
- Change from previous year in percentage of students of color "on course" to graduate based on course credits.
- Percentage of students attending 95% of enrolled days.
- Change from previous year in percentage of students attending 95% of enrolled days.
- Percentage of students of color "on course" to graduate based on course credits.
- Percentage of students in grades 9-12 who drop out during a single school year.
- Change in current year "drop-outs" from previous year.
- Four-year graduation rate.
- Change in four year graduation rate.

This article shall not be subject to the grievance procedure.

**ARTICLE IV ADDENDUM
SCHOOL PERFORMANCE MANAGEMENT CONTINUUM**

Development	Tech Assistance	Intervention
<i>Indicators</i>	<i>Indicators</i>	<i>Indicators</i>
Student achievement gain/growth	Student achievement stagnant	Student achievement in decline
Gap narrowing	Gap steady	Gap widening
High percentage of students engaged (in high standards work)	Medium percentage of students engaged (in high standards work)	Low percentage of students engaged (in high standards work)
Good learning climate: respect responsible actions rigor professionalism	Learning climate signs of trouble: perceptions of: resistance blame secrecy stress fear	Learning climate very negative (over consecutive weeks) dysfunction denial
Safe	Safety concerns	Unsafe
High student attendance and satisfaction	Student absences/ suspensions rising	Students transfer/dropout
Families satisfied with school/involved in student success	Pattern of family complaints	Families withdraw/leave
Effective site leadership	New site leadership/ developing site leadership	Site leadership incompetence/isolation
Effective site staff	Ineffective or new site staff	Incompetent site staff
Staff issues resolved effectively	Pattern of staff complaints	Staff transfer/leave Recurring staff complaints
Community trust high/improving	Community trust unsure	No community trust
<i>System Responses</i>	<i>System Responses</i>	<i>System Responses</i>
Encouragement/support for continued improvement	Support/challenge	Support/intervention
Descriptive feedback	Suggested actions	Prescriptive actions
<i>Means</i>	<i>Means</i>	<i>Means</i>
Performance grants	Challenge grants	Turnaround grants
Self-assessment and descriptive feedback (QIP)	Specific required feedback: climate survey/assessment administrative assessment	Prescribed actions: strict expectations and timelines from Superintendent's Office
Additional flexibility/ independence of action	External guidance: from consultants from successful peers (peer coaching)	Onsite assistance/ "leadership" (daily/1-2 times/week)
School decides based on "what's best for kids"	Joint school-District decides based on "what's best for kids"	District decides based on "what's best for kids"
Student success celebrated/accelerated	Extra support for students	Student remediation
School "restarts" itself	Additional time away to plan/backup provided	Imposed fresh start

ELEMENTARY EXAMPLE:

- Goal:** All students will read 150 wpm by end of fourth grade
- Objective:** 85% of 4th grade students pass their CBM targets in 2001.
- Data:** 75% of 4th grade students passed their CBM targets;
- Strategies:** All 4th grade students reading < 150 wpm will receive additional support through added support staff.
- Timeline:** Tutoring will be offered Oct. 2001 – April 2002
- Accountability:** Teachers will identify students in need of tutoring;
Tutoring coordinator will recruit staff, parents and other volunteers to work with students;
Tutors will work with students at least once per week
- Budget:** \$ spent on coordinator stipend from general budget;
\$ spent on extended time stipends for staff tutors from YMAP budget;
\$ spent on materials from *name* grant;
\$ spent on training for tutors from staff development budget.
- Evaluation:** Students in tutoring program will make greater gains on CBM targets than other 4th grade students who did not participate in tutoring program.

MIDDLE SCHOOL EXAMPLE:

- Goal:** All students will be proficient at math problem solving
- Objective:** 85% of 8th grade students will pass the MBST in math in 2001.
- Data:** 75% of 8th grade students passed the MBST in math;
45% of 7th grade students scored 1 or 2 on problem-solving performance assessment, spring 2001.
- Strategies:** All students scoring <50% on NALT math test in 6th or 7th grade will receive tutoring after school.
- Timeline:** Tutoring will be offered Oct. 2001 – April 2002.
- Accountability:** Administration will identify students in need of tutoring; tutoring coordinator will recruit staff, parents and other volunteers to work with students; tutors will work with students at least once per week.
- Budget:** \$ spent on coordinator stipend from general budget;
\$ spent on extended time stipends for staff tutors from YMAP budget;
\$ spent on materials from name grant;
\$ spent on training for tutors from staff development budget.
- Evaluation:** Students in tutoring program will make greater gains on MBST than other 8th grade students who did not participate in tutoring program.

HIGH SCHOOL EXAMPLE:

Goal: All 10th grade students will pass the MBST reading test.

Objective: 85% of 10th grade students will pass the MBST in reading in 2001.

Data: 65% of 10th grade students passed the reading test.

Strategies: All English teachers will use materials appropriate to the task with those students who have not passed and follow an agreed on syllabus to address decoding, vocabulary, sentence structure, and other issues. After school tutoring will be provided, and other departments will integrate reading strategies into their planning.

Timeline: An instructional agenda will be in place at the beginning of the school year and progress will be measured in appropriate intervals.

Accountability: Students will be identified by counselors and teachers within the first few weeks of term. The plan of instruction will be approved by the Instructional Leadership Team by the beginning of the academic year. The ILT and relevant teachers will review interval progress reports.

Budget: \$ for materials.

\$ for tutoring time.

\$ for professional development.

Evaluation: Students in tutoring program will make greater gains on MBST than other 10th grade students who did not participate in tutoring program.

DECISION-MAKING PARAMETERS

PLANNING/POLICY		
TOPIC	DISTRICT OFFICES	SCHOOLS
Strategic Direction	District Vision/Mission/Strategies	School Vision/Mission/Strategies
Measurement (of organizational performance)	Define District-wide measures of performance; (e.g., student achievement and community trust)	Participate in the development of District-wide measures of performance
	Develop and/or choose District measurement tools, including assessments that measure academic achievement	Participate in the development of measurement tools and provide ongoing feedback regarding their use; choose additional school-specific measures
	Determine the schedule and how the assessments are administered	Administer according to schedule and provide feedback
	Prepare individualized School Information Reports (SIRS) and train sites on their use	Use SIRS in School Improvement Planning
	Report District measures three times a year. Develop annual report to meet PER requirements	Report to school communities three times a year: 1) SIP goals for the year, 2) progress mid year, 3) final report at school year end
Partnerships	Set parameters, generate potential partners, coordinates	Decide, develop, implement partnership arrangements
	Assess equity across the District	Develop School Improvement Plan

IMPROVEMENT/PROGRAMS		
TOPIC	DISTRICT OFFICES	SCHOOLS
Improvement Planning	Set District goals	Develop School Improvement Plan
	Develop District Improvement Plan	Set school goals to improve student achievement
	Produce results	Determine actions
	Coach schools and give feedback on School Improvement Plans	Produce results
Training and Development	Identify District-wide priorities for expected development	Identify needs
	Train the trainers process, training, and evaluation	Develop building staff development plan
	Provide requested services	Request assistance
		Implement plan
Curricular Content (what must be learned)	Develop, adopt and revise Curriculum Content Standards that align with or exceed State standards	Participate in the development of Curriculum Content Standards
	Provide support to sites in understanding and implementing Curriculum Content Standards for all students	Understand and implement Curriculum Content Standards

IMPROVEMENT/PROGRAMS (cont)		
TOPIC	DISTRICT OFFICES	SCHOOLS
Instruction (how to teach and assist learning)	Adopt and support Standards of Effective Instruction	Select and implement a continuum of instructional approaches that support Curriculum Content Standards, student performance standards as they are developed, and Standards of Effective Instruction
	Identify and communicate best practice research and instructional strategies to support teachers	Implement and share full repertoire of best instructional practices
	Provide training in PDP and other training that supports PDP as needed or requested	Implement PDP and align PDP with SIP, DIA goals and standards
	Set guidelines for course/subject offerings in alignment with State Profiles of Learning and District standards	Decide course/subject offerings
	Develop descriptors of quality and accomplishment for each standard at each developmental level	Participate in development and review; implement curriculum scope and sequence
	Facilitate process to determine District-wide adoptions of learning materials (which includes a waiver process)	Participate in District-wide adoption; select supplementary or waived learning materials consistent with the standards
Performance Standards (what to assess; how high is the bar?)	Adopt student performance standards which meet or exceed State performance standards	Implement student performance standards which meet or exceed District standards
	Adopt/develop standards-based assessment of student achievement to implement at school sites	Participate in development, review and adopt standards-based assessments
	Adopt Strategic Direction for Assessment	Align school assessments with Strategic Direction for Assessment
	Advise sites on selection of additional assessments and provide scoring and reporting of results for a fee to teachers, teams, departments and sites (to help align their assessments with standards)	Develop or purchase additional assessments for school reporting and student/family communication about progress
	Support school sites in implementing a policy on school reporting or student performance	Communicate frequently with students/families regarding individual student progress
	Provide assessment preparation strategies, protocols and information to sites, teachers, and community	Prepare students for assessments and assist/communicate; site and family support for student success
	District will provide information about diagnostic tools; District develops standards-based progress reports and student portfolios at primary, intermediate, middle, and secondary levels	Schools participate in the development and implementation of portfolios and progress cards; schools and/or teachers use diagnostic tools to inform instruction and provide feedback to the District

IMPROVEMENT/PROGRAMS (cont)		
TOPIC	DISTRICT OFFICES	SCHOOLS
Minnesota Graduation Rule	Provide pre-test information and instructional support for Minnesota Basic Standards Tests	Select instructional materials/supports and administer pre-tests
	Provide information and support for Profiles of Learning	Develop interdisciplinary means for students to demonstrate proficiencies in required number of performance standards
	Provide support for instruction that fits with individual remedial plans	Develop individual remedial action plans for 10th - 12th grade students who have not yet passed the state basic tests (starting school year 1997-98). Develop individual remedial action plans at other grades when performance standards have been set and assessments available
	Develop summer school opportunities for 8th graders and students who have not yet passed the state basic tests	Provide or procure remedial opportunities for students (at least 2 years prior to graduation)
	Consider requests for extra resources from Area Learning Center funds for after-school and Saturday programming	Provide Saturday and/or after-school programming for students who have not yet passed the state basic tests
	Report to State about remedial actions taken	Communicate with parents and students about test results and interventions offered
Programs Philosophical approaches of school (e.g., Montessori; Sumatech)	Decide	Propose
Elective Programs	Set parameters	Decide
	Share promising approaches	Share promising approaches
	Consult with schools	
Courses (beyond those necessary to deliver core) (e.g., Economics)	Set parameters	Decide
	Consultant with schools	
Special Education	Decide and coordinate	Advise
LEP	Decide and coordinate	Advise
Chapter I	Decide eligibility and coordinate	Decide program
Evaluating Program Effectiveness	Establish evaluation criteria	Utilize evaluation criteria
	Provide or make available continuum of services from self-help techniques to reconstruction	Provide or access continuum of services

SCHOOL ORGANIZATION		
TOPIC	DISTRICT OFFICES	SCHOOLS
Grade Reconfiguration (e.g., Middle Schools)	Decide	Propose
Enrollment Projections	Responsible	Advise
Staff Development Days Number Content	Decide Decide their days	Decide their days
Conference Days Minimum number Schedule Approach	Decide	Decide Decide
Schedule Annual Calendar Within the Day Length of Day (start & end times) After School Hours	Decide Decide Set Parameters	Provide Input Decide Decide
Closing/Opening of Sites	Decide	Advise
School Attendance Boundaries	Decide	
Student Placement & Transfers	Decide	Advise
Building Decision-Making Process	Adopt guidelines and evaluate effectiveness	Establish process(es)

STAFFING		
TOPIC	DISTRICT OFFICES	SCHOOLS
Diversity/Affiliation	Determine policies	
Principal Recruitment/Hiring	Decide	
Principal Assignment	Decide	Interview/select/recommend
A/P Recruitment/Hiring	Decide	Recommend
A/P Assignment	Decide	Interview/select/recommend
Teacher Recruitment/Hiring	Decide	Participate in interviews/selection/recommend
Teacher Voluntary Transfer	Coordinate	Interview/select/recommend
Non-licensed Assignment	Coordinate	Decide

STAFFING		
District-wide Personnel	Decide	Advise
Collective Bargaining	Decide	
Staff Make-up District-wide Within school	Decide Coordinate	Advise Decide
Professional Development Process	Establish standards, process, and evaluation	School modifies process to meet unique needs
	Support schools	Schools responsible for use

VIOLENCE PREVENTION/SAFETY		
TOPIC	DISTRICT OFFICES	SCHOOLS
Discipline	Decide	Advise and implement
Behavior plan		Decide
Safety	Set policy	Advise and implement

FACILITIES/SERVICES		
TOPIC	DISTRICT OFFICES	SCHOOLS
Facility Purchase/Lease	Decide	Advise
Building Use	Decide on District-wide uses	Decide on individual school-related uses
	Set parameters and coordinate community use	
Transportation Routes	Decide	Advise
Facility Remodeling/Rehab	Decide	Advise
Food Service	Set nutritional guidelines	Schedule meal times and locations
	Provider of services	Request and support optional food providers

INFORMATION MANAGEMENT		
TOPIC	DISTRICT OFFICES	SCHOOLS
Record keeping	Set parameters and coordinate	Advise and implement
Technology	Set parameters and decide	Advise
Technology Acquisition	Set parameters	Decide/purchase
Information Applications Academic Administrative Communication	Set standards and develop District-wide systems	Develop school-wide systems within standards

BUDGET/FINANCE		
TOPIC	DISTRICT OFFICES	SCHOOLS
Raise Revenues	Responsible	
Purchasing Up To \$500/Purchase	Set policy and audit	Decide
Purchasing Over \$500/Purchase	Coordinate	Request
Budget	Determine District-wide allocations consistent with Strategic Plan	Use of allocations consistent with School Improvement Plan; carry forward savings
Accounts Payable	Decide	Schools Involved
Fund Raising	Set parameters for sites	Raise funds for school initiatives
	Raise funds for District initiatives	
Reserve Teachers	Allocate dollars	Use allocation; keep excess of allocation dollars

COMMUNICATION		
TOPIC	DISTRICT OFFICES	SCHOOLS
Crisis Reaction	District	Advise and implement
District-wide	Decide	Advise
Within School	Advise	Decide
Community	Communicate with District-wide community	Communicate with each school

MISCELLANEOUS		
TOPIC	DISTRICT OFFICES	SCHOOLS
Variiances	District/Unions decide	Request
Uniforms/Dress Code	Provide guidelines	Decide
Family Involvement	Provide guidelines	Determine process
Open Campus		Decide
Athletic Offerings	Decide	Propose
Co-curricular Activities	Allocate resources	Decide
2.0 Requirement for Participation	Set policy	Decide
	Act on student appeals	

ARTICLE V. 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.

a) **Section A. Minneapolis Standards of Effective Instruction:** The Minneapolis Standards of Effective Instruction were developed and will continue to be developed for use as a guide for teachers as they continually reflect and improve on key standards of knowledge and practice around:

- | | |
|-----------------------------|----------------------------------------------|
| 1) Subject Matter | 6) Communication |
| 2) Student Learning | 7) Planning Instruction |
| 3) Diverse Learners | 8) Assessment |
| 4) Instructional Strategies | 9) Reflection and Professional Development |
| 5) Learning Environment | 10) Collaboration, Ethics, and Relationships |

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 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 ten standards are delineated. Corresponding defining criteria accompanies the standards and are broken into three categories, which are:

- 1) Knowledge-what the teacher needs to know and understand
- 2) Dispositions-attitudes and frames of mind important for teachers to have or acquire
- 3) Performance Indicators-actions and activities that should be present and used to gauge the implementation of the teaching standard

Standard 1 - Subject Matter:

A teacher understands the central concepts, tools of inquiry, and structures of the disciplines taught and is able to create learning experiences that make these aspects of subject matter meaningful for students.

The teacher:**Knowledge**

- A. understands major concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the disciplines taught.
- B. understands how students' conceptual frameworks and misconceptions for an area of knowledge can influence the students' learning.
- C. connects disciplinary knowledge to other subject areas and to everyday life.

Dispositions

- D. realizes that subject matter knowledge is not a fixed body of facts but is complex and ever developing.

Performance Indicators

- E. uses multiple representations and explanations of subject matter concepts to capture key ideas and link them to students' prior understandings.
- F. uses varied viewpoints, theories, ways of knowing, and methods of inquiry in teaching subject matter concepts.
- G. evaluates teaching resources and curriculum materials for comprehensiveness, accuracy, and usefulness for presenting particular ideas and concepts.
- H. engages students in generating knowledge and testing hypotheses according to the methods of inquiry and standards of evidence used in the discipline.
- I. develops and uses curricula that encourage students to understand, analyze, interpret, and apply ideas from varied perspectives.
- J. designs interdisciplinary learning experiences that allow students to integrate knowledge, skills, and methods of inquiry across several subject areas.

Standard 2 - Student Learning:

A teacher understands how students learn and develop and provides learning opportunities that support a student's intellectual, social, and personal development.

The teacher:**Knowledge**

- A. understands how students internalize knowledge, acquire skills, and develop thinking behaviors, and knows how to use instructional strategies that promote student learning.
- B. understands that a student's physical, social, emotional, moral, and cognitive development influence learning and knows how to address these factors when making instructional decisions.
- C. understands developmental progressions of learners and ranges of individual variation within the physical, social, emotional, moral, and cognitive domains, is able to identify levels of readiness in learning, and understands how development in any one domain may affect performance in others.

Dispositions

- D. uses a student's strengths as a basis for growth, and a student's errors as opportunities for learning.

Performance Indicators

- E. assesses both individual and group performance and designs developmentally appropriate instruction that meets the student's current needs in the cognitive, social, emotional, moral, and physical domains.
- F. links new ideas to familiar ideas; makes connections to a student's experiences; provides opportunities for active engagement, manipulation, and testing of ideas and materials; and encourages students to assume responsibility for shaping their learning tasks.
- G. uses a student's thinking and experiences as a resource in planning instructional activities by encouraging discussion, listening and responding to group interaction, and eliciting oral, written, and other samples of student thinking.

Standard 3 - Diverse Learners:

A teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse backgrounds and exceptionalities.

The teacher:**Knowledge**

- A. understands and identifies differences in approaches to learning and performance, including varied learning styles and performance modes and multiple intelligences; and knows how to design instruction that uses a student's strengths as the basis for continued learning.
- B. knows about areas of exceptionality in learning, including learning disabilities, perceptual difficulties, and special physical or mental challenges, gifts, and talents.
- C. knows about the process of second language acquisition and about strategies to support the learning of students whose first language is not English.
- D. understands how to recognize and deal with dehumanizing biases, discrimination, prejudices, and institutional and personal racism and sexism.
- E. understands how individual experiences, talents, and prior learning, as well as language, culture, family, and community values, influence a student's learning.

Dispositions

- F. understands the contributions and lifestyles of the various racial, cultural, and economic groups in our society.
- G. understands the cultural content, worldview, and concepts that comprise Minnesota-based American Indian tribal government, history, language, and culture.
- H. respects cultural and community diversity; and knows how to learn about and incorporate a student's experiences, cultures, and community resources into instruction.
- I. understands that all students can and should learn at the highest possible levels and persists in helping all students achieve success.

Performance Indicators:

- J. knows about and appropriately accommodates community and cultural norms.
- K. identifies and designs instruction appropriate to a student's stages of development, learning styles, strengths, and needs.
- L. uses teaching approaches that are sensitive to the varied experiences of students and that address different learning and performance modes.
- M. accommodates a student's learning differences or needs regarding time and circumstances for work, tasks assigned, communication, and response modes.
- N. identifies when and how to access appropriate services or resources to meet exceptional learning needs, and implements referrals appropriately.
- O. uses information about students' families, cultures, and communities as the basis for connecting instruction to students' experiences.
- P. brings multiple perspectives to the discussion of subject matter, including attention to a student's personal, family, and community experiences and cultural norms.
- Q. develops a learning community in which individual differences are respected.

Standard 4 - Instructional Strategies:

A teacher understands and uses a variety of instructional strategies to encourage student development of critical thinking, problem solving, and performance skills.

The teacher:**Knowledge**

- A. understands Minnesota's graduation standards and how to implement them.
- B. understands the cognitive processes associated with various kinds of learning and how these processes can be stimulated.
- C. understands principles and techniques, along with advantages and limitations, associated with various instructional strategies.
- D. enhances learning through the use of a wide variety of materials and human and technological resources.

Dispositions

- E. nurtures the development of student critical thinking, independent problem solving, and performance capabilities.
- F. values flexibility and reciprocity in the teaching process as necessary for adapting instruction to student responses, ideas, and needs.

Performance Indicators

- G. designs teaching strategies and materials to meet student needs such as developmental stages, prior knowledge, learning styles, and interests.
- H. uses multiple teaching and learning strategies to engage students in active learning opportunities that promote the development of critical thinking, problem solving, and performance capabilities and that help students assume responsibility for identifying and using learning resources.
- I. monitors and adjusts strategies in response to learner feedback.
- J. varies the instructional process to address the content and purposes of instruction and the needs of students.
- K. develops a variety of clear, accurate presentations and representations of concepts, using alternative explanations to assist students' understanding and present varied perspectives to encourage critical thinking.
- L. uses educational technology to broaden student knowledge about technology, to deliver instruction to students at different levels and paces, and to stimulate advanced levels of learning.

Standard 5 - Learning Environment:

A teacher uses an understanding of individual and group motivation and behavior to create learning environments that encourage positive social interaction, active engagement in learning, and self-motivation.

The teacher:

Knowledge

- A. understands human motivation and behavior and draws from the foundational sciences of psychology, anthropology, and sociology to develop strategies for organizing and supporting individual and group work.
- B. understands how social groups function and influence people, and how people influence groups.
- C. creates learning environments that contribute to the self-esteem of all persons and to positive interpersonal relations.
- D. helps people work productively and cooperatively with each other in complex social settings.

Dispositions

- E. understands the principles of effective classroom management and use a range of strategies to promote positive relationships, cooperation, and purposeful learning in the classroom.
- F. knows factors and situations that are likely to promote or diminish intrinsic motivation and how to help students become self-motivated.
- G. understands how participation supports commitment.
- H. establishes a positive climate in the classroom and participates in maintaining a positive climate in the school as a whole.
- I. establishes peer relationships to promote learning.
- J. recognizes the relationship of intrinsic motivation to student lifelong growth and learning.
- K. use different motivational strategies that are likely to encourage continuous development of individual learner abilities.

Performance Indicators

- L. designs and manages learning communities in which students assume responsibility for themselves and one another, participate in decision making, work both collaboratively and independently, and engage in purposeful learning activities.
- M. engages students in individual and group learning activities that help them develop the motivation to achieve, by relating lessons to students' personal interests, allowing students to have choices in their learning, and leading students to ask questions and pursue problems that are meaningful to them and the learning.
- N. organizes, allocates, and manages the resources of time, space, activities, and attention on a consistent basis to provide active engagement of all students in productive tasks.
- O. maximizes the amount of class time spent in learning by creating expectations and processes for communication and behavior along with a physical setting conducive to classroom goals.
- P. Develops, teaches, and models expectations for student interactions, academic discussions, and individual and group responsibility that create a positive classroom climate of openness, mutual respect, support, inquiry, and learning.

- Q. analyzes the classroom environment and makes decisions and adjustments to enhance social relationships, student motivation and engagement, and productive work.
- R. organizes, prepares students for, and monitors independent and group work that allows for full, varied, and effective participation of all individuals.

Standard 6 - Communication:

A teacher uses knowledge of effective verbal, nonverbal, and media communication techniques to foster active inquiry, collaboration, and supportive interaction in the classroom.

The teacher

Knowledge

- A. understands communication theory, language development, and the role of language in learning.
- B. understands how cultural and gender differences can affect communication in the classroom.
- C. understands the importance of nonverbal as well as verbal communication.
- D. knows effective verbal, nonverbal, and media communication techniques.

Dispositions

- E. understands the power of language for fostering self-expression, identity development, and learning.
- F. uses effective listening techniques.
- G. fosters sensitive communication by and among all students in the class.

Performance Indicators

- H. uses effective communication strategies in conveying ideas and information and in asking questions.
- I. supports and expands learner expression in speaking, writing, and other media.
- J. asks questions and stimulates discussion in different ways for particular purposes, including probing for learner understanding, helping students articulate their ideas and thinking processes, promoting productive risk-taking and problem-solving, facilitating factual recall, encouraging convergent and divergent thinking, stimulating curiosity, and helping students to question.
- K. uses a variety of educational technologies to enrich learning opportunities.

Standard 7 - Planning Instruction:

A teacher plans and manages instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

The teacher:**Knowledge**

- A. understands learning theory, subject matter, curriculum development, and student development and know how to use this knowledge in planning instruction to meet curriculum goals.
- B. understands how to plan instruction using contextual considerations that bridge curriculum and student experiences.
- C. knows how to plan instructional programs that accommodate individual student learning styles and performance modes.

Dispositions

- D. understands the importance of creating short-range and long-range instructional plans that are linked to student needs and performance.
- E. recognizes the need to plan instructional programs that accommodate individual student learning styles and performance modes.
- F. designs lessons and activities at multiple levels to meet the developmental and individual needs of students and to help all students learn.

Performance Indicators

- G. implements learning experiences that are appropriate for curriculum goals, relevant to learners, and based on principles of effective instruction including activating student prior knowledge, anticipating preconceptions, encouraging exploration and problem solving, and building new skills on those previously acquired.
- H. evaluates instructional plans in relation to short-range and long-range goals, and systematically adjust plans to meet student needs and enhance learning.
- I. Shares instructional plans, curriculum goals, and Minnesota State Standards with students and families.

Standard 8 – Assessment:

A teacher understands and is able to use formal and informal assessment strategies to evaluate and ensures the continuous intellectual, social, and physical development of the student.

The teacher:**Knowledge**

- A. assesses student performance toward achievement of the Minnesota graduation standards under chapter 3501.
- B. understands the characteristics, uses, advantages, and limitations of different types of assessments including criterion-referenced and norm-referenced instruments, observation systems, and assessments of student work.
- C. understands the purpose of and differences between assessment and evaluation.
- D. understands measurement theory and assessment-related issues, including validity, reliability, bias, and scoring concerns.
- E. selects, constructs, and uses assessment strategies, instruments, and technology appropriate to the learning outcomes being evaluated and to other diagnostic purposes.

Dispositions

- F. understands the characteristics, uses, advantages, and limitations of different types of assessments including criterion-referenced and norm-referenced instruments, observation systems and assessments of student work.
- G. uses assessment to identify student strengths and promote student growth and to maximize student access to learning opportunities.

Performance Indicators

- H. uses varied and appropriate formal and informal assessment techniques including observation, portfolios of student work, teacher-made tests, performance tasks, projects, student self-assessments, peer assessment, and standardized tests.
- I. uses assessment data and other information about student experiences, learning behaviors, needs, and progress to increase knowledge of students, evaluate student progress and performance, and modify teaching and learning strategies.
- J. implements students' self-assessment activities to help them identify their own strengths and needs and encourages them to set personal goals for learning based on these assessments.
- K. evaluates the effect of class activities on both individuals and the class as a whole using information gained through observation of classroom interactions, questioning, and analysis of student work.
- L. monitors teaching strategies and behaviors in relation to student success to modify plans and instructional approaches to achieve student goals.

- M. establishes and maintains student records of work and performance.
- N. responsibly communicates student progress based on appropriate indicators to students, parents or guardians, and other colleagues.

Standard 9 - Reflection and Professional Development:

A teacher is a reflective practitioner who continually evaluates the effects of choices and actions on others, including students, parents, and other professionals in the learning community, and who actively seeks out opportunities for professional growth.

The teacher:

Knowledge

- A. understands the historical and philosophical foundations of education.
- B. understands methods of inquiry, self-assessment, and problem-solving strategies for use in professional self-assessment.
- C. understands the influences of the teacher's behavior on student growth and learning.
- D. knows major areas of research on teaching and of resources available for professional development.

Dispositions

- E. understands the role of reflection and self-assessment on continual learning.
- F. understands the value of critical thinking and self-directed learning.
- G. understands professional responsibility and the need to engage in and support appropriate professional practices for self and colleagues.

Performance Indicators

- H. uses classroom observation, information about students, and research as sources for evaluating the outcomes of teaching and learning and as a basis for reflecting on and revising practice.
- I. use professional literature, colleagues, and other resources to support development as both a student and a teacher.
- J. assesses accurately one's own expertise, and collaborates with professional colleagues within the school and other professional arenas as supports for reflection, problem-solving, and new ideas, actively sharing experiences, and seeking and giving feedback.
- K. understands and consistently adheres to standards of professional conduct in the Code of Ethics for Minnesota Teachers in part 8700.7500.
- L. understands and fulfills the responsibility to obtain and maintain licensure, and demonstrates the role of the teacher as a public employee, and the purpose and contributions of educational organizations.

Standard 10 - Collaboration, Ethics, and Relationships:

A teacher communicates and interacts with parents or guardians, families, school colleagues, and the community to support student learning and well being.

The teacher:**Knowledge**

- A. understands schools as organizations within the larger community context and understand the operations of the relevant aspects of the systems within which the teacher works.
- B. understands how factors in a student's environment outside of school, including family circumstances, community environments, health and economic conditions, may influence student life and learning.
- C. understands student rights and teacher responsibilities to equal education, appropriate education for students with disabilities, confidentiality, privacy, appropriate treatment of students, and reporting in situations of known or suspected abuse or neglect.

Dispositions

- D. addresses the needs of the whole learner.

Performance Indicators

- E. understands the influence of use and misuse of tobacco, alcohol, drugs, and other chemicals on student life and learning and adheres to district policies regarding chemical use.
- F. understands and adheres to data practices, civil rights, and other laws protecting the rights of students.
- G. collaborates with other professionals to improve the overall learning environment for students.
- H. collaborates in activities designed to make the entire school a productive learning environment.
- I. consults with parents, counselors, teachers of other classes and activities within the school, and professionals in other community agencies to link student environments.
- J. identifies and uses community resources to foster student learning.
- K. establishes productive relationships with families and guardians in support of student learning and well-being.
- L. understands mandatory reporting laws and rules.
- M. Exchanges information with families and fully informs families of student progress.

Section B. Professional Ethics: Professional responsibility and conduct for teachers in the Minneapolis Public Schools are defined by the Teacher Job Description, the Standards Of Effective Instruction, and the Code of Ethics for Minnesota teachers (8700.7500), and the following Code of Ethics for Minneapolis teachers. Teachers are obligated to adhere to these standards

Often, “the right answer” –the best ethical course of action to take is not obvious. There may be no readily apparent, positive way to handle a situation. One important value may contradict another. When we are caught “on the horns of a dilemma,” it is our professional responsibility to consult with all relevant parties in seeking the most ethical course of action to take.

Ethical Responsibilities to Students:

- Above all, teachers will educate students to high standards of achievement. This principle has precedence over all others in this Code.
- The teacher shall use best professional practices and materials and the teacher is knowledgeable of and delivers the standards-based curriculum.
- The teacher shall engage in practices and select materials that include all students, celebrate diversity and never exclude them from opportunities on the basis of their race, gender, ethnicity, religion, national origin, language, ability, or the status, behavior, or beliefs of their parents.
- The teacher shall involve all of those with relevant knowledge (including staff and parents) in decisions concerning a student.
- The teacher shall be familiar with the evidence and/or symptoms of student abuse, including physical, sexual, verbal, and emotional abuse, and neglect. We shall know and follow state laws and community procedures that protect students against abuse and neglect.
- The teacher is committed to developing the skill sets needed to best accelerate the learning of the students currently in their classrooms.
- The teacher creates a classroom environment that is respectful, emotionally secure, and physically safe for students.

Ethical Responsibilities to Families and Community:

- The teacher shall welcome family members to their student’s classroom or program setting.
- The teacher shall inform families of program philosophy, policies, and personnel qualifications, and explain why we teach as we do, which should be in accordance with our ethical responsibilities to students (see Section I).
- The teacher shall involve families in significant decisions affecting their student, and shall regularly communicate student progress with families.
- The teacher shall inform the family of accidents involving their student, of risks such as exposures to contagious disease that may result in infection, and of occurrences that might result in emotional stress.
- The teacher shall maintain confidentiality and shall respect the family’s right to privacy, refraining from disclosure of confidential information and intrusion into family life, except when a student’s welfare is at risk.
- The teacher shall be objective and accurate in reporting the knowledge upon which we base our programs, assessments and professional practices.
- The teacher shall cooperate and team with other professionals who work with students and families.
- The teacher shall exercise care in expressing views regarding students. Statements shall be respectful and based on firsthand knowledge.

Ethical Responsibilities to Colleagues:

- The teacher shall show respect for personal dignity and for the diversity found among staff members, and to resolve matters collegially.
- The teacher shall exercise care in expressing views regarding the professional behavior or conduct of co-workers and/or students. Statements should be respectful and based on firsthand knowledge and relevant to the interests of students and programs.

- The teacher agrees to carry out the program at the site to which we are assigned. When we do not agree with program policies, we shall first attempt to effect change through constructive action within the organization.
- Teachers who do not meet program standards shall be informed of areas of concern and, when possible, assisted in improving their performance.
- In making assessments and recommendations, the teacher shall make judgments based on fact and relevant to the interests of students and programs.

Section C. Teacher Job Description: To create an educational program and a classroom environment that is Multicultural/Gender/Ability Fair, is favorable to learning and growth, and is based on a commitment that all children 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, peer collaboration, and/or job-embedded staff development.
- Working knowledge of the subject matter, classroom management techniques, current researched best practices and strategies, as well as 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 site/school 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 and their families.
- creates lessons and learning environments that are safe, respectful, and interesting as well as Multicultural/Gender/Ability Fair. 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 families in making educational decisions and uses family and community resources to support learning.
- assesses students' 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.
- assesses own instructional effectiveness through the Professional Development Process (PDP).
- 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 students' 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 and implements the Minneapolis Public Schools Curriculum Content Standards and Grade Level Expectations.
- has a working knowledge of and implements the Minnesota State Standards and the Graduation Rule.

Professional Expectations:

- Every teacher of the District is subject to the rules and regulations contained in the District Policy and Procedures and the provisions thereof shall constitute their contract of employment.
- All teachers of the District are expected to be punctual and in regular attendance.

- Outside work is not permitted during working hours and all employees shall devote their entire defined workday to the duties to which they have been assigned.
- If any employee is unable to report to duty because of illness or otherwise, immediate notice will be given to the school or worksite office.
- All members will maintain a professional appearance, general decorum, and behavior that conforms to their professional status in the community.
- Special care will be taken by every employee in the use and protection of all District property.

Section D. Teacher Licensure/Relicensure:

Licensure:

All teachers are required to hold an active teaching license in the State of Minnesota pursuant to MS §122A.18. Only teachers with valid Minnesota licenses can teach, bid, or teach summer school. All teachers are required to furnish valid Minnesota licenses in all field(s) for which they are employed. In the event of reduction in force, teachers may be assigned in any of the areas for which they are licensed.

Tenured teachers whose license has expired will be placed on unpaid leave for up to one year until a valid license is in effect. The MPS Human Resources Department must have a copy of the required license on file, or a stamped receipt from the Department of Children, Families and Learning, or see the application posted on the State website indicating license renewal application has been submitted.

Elementary teachers: Teachers in elementary schools must have a bachelor's degree with a major in elementary education and hold a valid Minnesota license for teaching in elementary schools.

Middle School Teachers: Teachers in middle grades must be licensed for the grade level they teach. Minneapolis Public Schools was granted a waiver by the state that allows teachers to continue teaching middle grades under their current licensure status until August 31st of 2002.

High School teachers: Teachers in high schools must have a bachelor's degree with a college major in the area for which application is made and must have a valid Minnesota teaching license for teaching in a secondary high school. Secondary vocational teachers must work in their areas of work experience and licensure. Secondary vocational teachers now go through the same relicensure committee as other teachers.

Special Education Teachers: Special educators must have a valid Minnesota license for special education.

Relicensure:

Renewal of an expiring teaching license is the responsibility of each professional. The relicensure process is described in the handbook titled "The Continuing Education Committee for Relicensure" available on the District website (www.mpls.k12.mn.us), at the school site OR MPS Human Resources. Effective for renewal of continuing licenses which expire on June 30, 2001, and after, applicants must include in their 125 clock hours instruction or other professional development activities which address positive behavioral intervention strategies and accommodation, modification, and adaptation of curriculum, materials, and instruction to appropriately meet the needs of varied students in achieving graduation standards. This can be achieved by official verification of completion of professional/staff development workshops or by completion of education courses offered by accredited university or college.

Teachers may use the existing clock hour process that now includes hours for the Professional Development Process for Relicensure when it is permitted under rule 8710.7200. Validation will be described and monitored by the District in accordance with state requirements. The Relicensure Committee will issue additional forms, instructions, and guidelines for hours per year for the Professional Development Process.

Only teachers with valid licenses can teach, can bid, or teach summer school. The MPS Human Resources Department must have a copy of the required license on file, OR a stamped receipt from the Department of Children, Families and Learning, OR, see that the application has been posted on the State website indicating license renewal application has been submitted.

National Board Certification: The Continuing Education Committee for Relicensure will accept verification that a teacher is actively engaged in and making progress toward National Board for Professional Standards Certification or other approved national professional teaching certification approved by the Board of Teaching at the time of renewal as equivalent to fulfilling all clock hour requirements for continuing license renewal.

The Continuing Education Committee for Relicensure will accept verification that a teacher has earned National Board for Professional Standards Certification or other national certification approved as equivalent to all clock hour requirements during the life of the certificate. If the certificate expires during the five-year renewal period, the Continuing Education Committee for Relicensure will prorate hours completed and require completion of a prorated number of clock hours for the years the certificate is not in effect. (Minnesota Rule 8710.7200 (Subp. 5). These applicants shall be exempt from parts MS §122A.18.

Section E. Professional Development Process: Why PDP?

Student growth and success is at the heart of all teaching and learning. Keeping that heart alive and well requires time for staff, exceptionally hard work, the unswerving commitment of all involved, and ongoing professional development. While time, hard work and commitment are necessary, it is through ongoing professional development that teaching knowledge and skills are continuously improved and/or changed in order to meet the needs of an ever-changing and complex student population. Supporting all students to accomplish the goal of the highest performance possible requires a high performance work place dedicated to professional excellence and ongoing development. Minneapolis Public Schools and the Minneapolis Federation of Teachers aspire to achieve this vision through the creation, implementation, and enculturation of the Professional Development Process (PDP).

The Professional Development Process (PDP) is both the right and responsibility of each professional. PDP recognizes the importance of all professionals in the successful education of all students. Whether you are classroom teacher, support specialist, social worker, psychologist, counselor, speech/language therapist, OT/PT, or school nurse, TOSA, SNOSA, SWOSA, administrative interns, District Program Coordinators PDP provides an opportunity to work together as we focus on student success. PDP promotes high expectations and standards for teaching and learning that are rooted in current research and best practices. It is designed to help all educators assess and improve their instructional skills, their knowledge base, their collegial and family/community interactions, and their daily impact on student learning. Ultimately, PDP is designed to assist all professionals in continuously improving so they can support the achievement and success of all students.

The PDP encourages collegial planning, assessment, analysis, and reflection. While teachers play a valuable role in assessing their own skills and the needs of the students, PDP also acknowledges that peers are valuable support in trying to establish and maintain professional goals and strategies. Designing and implementing the PDP becomes both an individual and team effort.

In order for PDP to be successful, it must take place in a professional culture with an atmosphere of trust, respect, and constructive support. Coaching and teaming are essential components as professionals reflect on their efforts with themselves, their students, and each other. The whole process encourages productive dialogue and action among staff, students, administrators, families, and the community. Most importantly, it promotes professional growth centered on students' needs and opportunities.

Professional development and support are key components of the District's work. PDP is aligned with the District Improvement Agenda (DIA) the School Improvement Process (SIP), and staff development in philosophy, training, and forms. It uses the Minnesota State Standards, the professional Job Descriptions, and the Standards of Effective Instruction (or equivalent) as its foundation.

The mission of the PDP is to:

Improve student results/achievement

Improve instruction for all students

Promote collegial and professional growth

The PDP goals are to:

- organize efforts around the real work of a site/classroom;
- increase professional peer interaction and involvement;
- improve teacher/administrator communication and collaboration;
- include provisions for student and parent participation and feedback;
- be flexible and responsive to teaching and learning;
- be multicultural/gender fair/ability fair/developmentally appropriate
- incorporate options, choices;

- increase inclusive leadership;
- provide incentives, rewards, recognition;
- create and maintain an environment supportive of reflection, change, and trust;
- be research-based, action-oriented;
- incorporate site-based management/shared decision making;
- be honest, open, constructive, helpful, direct, and respectful.

State Legislation: As of July 1995, Minnesota State Law 125.17 on Peer Review requires all Minnesota school districts to develop and use a peer review process. In Minneapolis Public Schools, the Professional Development Process (PDP) has been adopted by the Minneapolis Board of Education and the Minneapolis Federation of Teachers to fulfill this state requirement.

How the Professional Development Process Works: The Professional Development Process (PDP) participant begins by assessing the needs and abilities of students, reviewing the District and School Improvement Plans, as well as, School Information Reports (SIR), Teacher Information Report (TIR), and Minnesota State Standards. A Professional Development Plan that aligns with District and school improvement goals and the curriculum content standards (if applicable) is then written. The PDP plan outlines goals, teacher and student objectives, implementation strategies, indicators of success, and methods of growth, assessment, and reflection. Next, the PDP participant selects a team of 4-6 people who will serve as critical friends in the yearly process. This team meets regularly with the participant to discuss the plan, assess progress toward goals, and assist in resourcing, reflecting, and problem solving.

In between PDP Team meetings, participants engage in a variety of goal attainment activities to assist with inquiry, reflection, and assessment in an effort to promote improved student learning. These activities may include: peer coaching, study groups, action research, student/family surveys, videotaping, observations, journaling, and the development of professional portfolios. Data, information, student work, and artifacts used and/or developed during the PDP can be shared at PDP Team meetings to help with discussion of progress and results.

In conjunction with PDP, the Standards of Effective Instruction, Minnesota State Standards and job descriptions are used to assist and guide professional performance. Participants are asked to assess PDP efforts against professional standards and job descriptions as a way of keeping professional expectations in focus. This reflection may occur in a variety of ways; for example, individually, with the PDP Team, with a coach or mentor, or with a study group.

Results from continuous assessment, both formal and informal, should inform and influence the planning, strategies, and direction of PDP efforts. The entire process is simply asking: What are we doing? Why are we doing it? What's working? What's not working? Why and/or why not? What do we need to do to improve so that student achievement will improve? How will we get there and when?

Frequency of PDP: The Professional Development Process occurs annually. Educators will have a PDP plan and a functioning team in place at all times. A minimum of three meetings takes place during the year (fall, winter, and spring) to discuss the plan and progress. It is important for professional development to be embedded in the everyday functioning of a site/school. The purpose of job-embedded professional development is to make growth and improvement relevant, intentional, hands-on, interactive, meaningful, ever-evolving, and centered on student achievement.

PDP Timeline:

- August: New Teacher Orientation-Induction of new teachers into MPS Professional Development Process.
- September: Review student scores, student work, and other available data. Make observations of students to determine needs, areas of strengths, and future expectation to help focus PDP goals. Plan when to give, receive, and review family and student surveys.
- October: Write PDP plans, preferable in electronic format, and meet with teams to share and discuss. Turn in or electronically transmit PDP plan to site PDP Coordinator.
Keep individual signed copy for your file.

- November: Site PDP Coordinator, Steward, Staff Development Chair, Site Council Chair, Principal, and others as needed, review PDP plans to inform site staff development to help implement the PDP plans.
Begin doing coaching, staff development, study groups, action research, etc., as planned in PDP's.
- December: Continue working on the implementation of the plans and staff development. Coach, observe, meet in study groups, videotape, work on action research, etc. as outlined in the plan.
- January: Winter Progress Report meetings are held in January or early February.
- February: PDP teams meet to go over efforts to date. Discuss plans—whether strategies are working or not. Make adjustments as needed in plan. Completed Winter Progress Reports are turned into PDP Coordinator at the site, who then transmits them to the Professional Development Services department. Keep copies on file at school site as well.
- March: Continue working on the plans and doing reflective growth activities (coaching, study groups, portfolios, etc.)
- April-May: Begin Spring Progress Report process in mid-April.. Completed Spring Progress Reports are turn in or electronically transmit to Site PDP Coordinator, who will turn in transmit copies of reports to the Professional Development Services department.
- August-June of each school year: Share good ideas and successful results from the PDP work with other staff members. This could occur at staff meetings, on staff development days, or in other creative venues.

Transition to Electronic PDP Filing: While paper copies may be filed, teachers are urged to do their PDP Plans and Progress Reports in electronic format. PDP coordinators will be provided with the materials and training to assist teachers in this transition. PDP coordinators are urged to aggregate individual teachers PDP submissions and transmit them to the Professional Development Office in a single electronic file.

The Professional Development Process Team: The purpose of PDP Team is to assist in the thinking about, planning of, and reflection upon a PDP Plan. The members of the team serve as trusted, critical friends who coach, discuss, give feedback and suggestions, analyze, and provide support as needed/requested.

The professional selects the team once the PDP Plan is written. The team of 4-6 people meets a minimum of three times during the school year (fall, winter, and spring).

A team consists of:

1. the professional
2. peers/colleagues (teachers, EA's, support staff, etc. with at least some from the same school site)
3. others as needed and/or desired. This can include mentors, district support staff, business/community members, parents, students, university staff, and/or anyone who can assist in the process.
4. the principal/supervisor*

*The principal/supervisor is a member of each team but does not need to be present at every team meeting. They should be informed, however, of PDP plans, progress reports, dates of meetings and results, etc. The intention is to be as inclusive and collaborative as possible to ensure student success

Each teacher conducts her/his own PDP meeting by sharing with the PDP team plans, efforts, and results. The teacher asks for and receives ideas, strategies, etc. from team members. Team members are expected to listen, coach, help the teacher reflect, and suggest/offer resources.

The PDP Team can be of invaluable support. Trust, respect, encouragement, honesty, and active participation provide the critical foundations for successful teaming and growth. Learning from one another is an essential ingredient to increasing professionalism in education.

PDP Planning, Goal Setting, and Strategy Development: PDP planning is at the core of the Professional Development Process. While teachers continue to work on and grow in many areas simultaneously, the PDP gives focus to a specific area of need/interest. By planning what is to be accomplished, developing support and

resources needed, detailing strategies to achieve results, and creating measurement tools to assess progress and results, professionals have a much greater chance of success. Before beginning goal setting, it is important to gather the necessary data and information about the student and teacher needs. This data may include family and student surveys, School Information Report (SIR), Teacher Information Report (TIR), and student work. It is also important to observe students before setting on a plan of action. Data from student and family surveys is a valuable resource. Once the data is collected, a teacher may write the plan individually or work with their mentor, team, or coach to think through a plan.

The PDP plan is developed and implemented by the teacher. Plans may be written individually and/or as a team. Team plans are often beneficial in that they get everyone working together in a focused direction. Each teacher is still responsible for writing a plan, even if it is a collectively decided upon plan. Generally, PDP Plans that achieve the best results for overall school success and student results are aligned with school improvement goals. When the majority of teachers and support staff at a site focus on common goals, a much greater impact can be achieved. However, teachers must also work on what is of greatest need to improve or expand their own teaching.

Goals are chosen by each teacher in accordance with their needs and the needs of their students. Ideas, suggestions, and issues may be raised at the teacher's PDP team meeting by team members, but respectfulness and professional coaching should be used.

If performance problems arise, the PDP Team provides initial support for relevant goal setting and interventions. If additional support is needed for the teacher to achieve the necessary goals and objectives, a member of the PDP team may make a referral to the Professional Development Support Team who can assist teachers, teams, and sites with performance issues.

Reflective work such as coaching, staff development, study groups, action research, etc., center on the PDP Plan. These activities bring the PDP to life and strengthen learning and results. PDP is centered on the real work that is already occurring in schools and classrooms is a process that helps that work become more meaningful and successful.

Probationary Teachers (MS §122A.41): During the first three years, teachers new to the District will participate in the Achievement of Tenure Process. When teachers successfully complete the MPS Achievement of Tenure Process, they participate in the Professional Development Process as described in this section. The Achievement of Tenure Process and the Professional Development Process are completely aligned and use the same mission, philosophy, and general activities. Requirements for the Achievement of Tenure Process are specified in this article in Section G and H.

Tenured Teachers (MS §122A.41): Tenured teachers follow the Professional Development Process as outlined in this section.

Teachers at Multiple Sites: When a teacher is assigned to multiple sites, the teacher will elect which site will host their PDP. The teacher will notify the PDP Coordinator at each of their sites as to which site they will conduct the Professional Development Process and give each site's PDP Coordinator copies of the PDP plan and progress reports to assist in the coordination of support.

Professional Peer Collaboration Time: Occupational and Physical therapists, speech clinicians, psychologists, itinerant teachers of the deaf/hard of hearing students, audiologists, and social workers shall have two (2) hours per month devoted exclusively for professional peer collaboration. This time shall be part of the duty day to be used for professional growth as it pertains to job performance in the Minneapolis Public Schools. It may include discussion of professional practice issues, professional development, and networking with community/academic/professional leaders, completing projects surrounding improved student achievement, applying and supporting standards in therapy settings, and other tasks related to improved student outcomes.

Professional development time is available for other professionals as outlined in Section L of this article.

Family and Student Satisfaction Surveys: . Family and student survey feedback is an annual expectation for all educators. These surveys were developed with support from the City-wide Student Government; Research Evaluation, and Assessment Departments, Planning and Policy and the Minneapolis Federation of Teachers. The family survey questions focus on home support, family involvement, family-teacher

communications and student progress. Student surveys provide direct feedback to teachers on instruction, classroom environment and management, and relationships

A site may request approval of an alternative form of either a student or family survey from the District PDP Committee.

As part of the Professional Development Process to improve instruction, the results of completed student and family surveys may be used by the teacher for feedback and reflection with their PDP team. To provide valuable feedback to teachers, family and student surveys are available through the District Professional Development Services Department.

PDP District Committee: A District Professional Development Committee will be made up of teachers, principals, Minneapolis Federation of Teachers representatives, parents, students, central office administrators, community members, other staff and bargaining unit representatives as appropriate. This committee will facilitate, develop, maintain, assess, and evaluate the successful implementation and effectiveness of the Professional Development Process within the District. These results will be shared across the district and used for continuous improvement of the process. The Committee will meet a minimum of four times per year. The District Professional Development Facilitator will chair the Committee and make arrangements for all meetings.

Site Coordination: To ensure coordination of planning and implementation of PDP support for staff site PDP coordinator, staff development chair, site steward, site administrator, and a Site Leadership Team representative will work together under the auspices of the Site Instructional Leadership Committee as outlined in Article 4.

Site PDP Coordinator. Every site will identify a teacher leader or team of teacher leaders to coordinate the onsite support for PDP. PDP coordinators have the following roles and responsibilities:

- Maintain a positive, supportive, encouraging attitude about the Professional Development Process. Use good coaching skills.
- Organize PDP materials and activities at the site. Arrange time for PDP training and implementation at the site as needed/requested by staff including educational assistants and student support specialists.
- Contact the District Professional Development Facilitator for support with trainings, concerns, ideas, and/or issues regarding the PDP.
- Collect PDP plans and progress reports. Coach those who need help getting these completed. Give copies of everything to school office for filing. Send hard copies or electronically submit plans and progress reports to the Professional Development Services department.
- Update the staff regarding District PDP information.
- Attend district PDP Network meetings for coordinators (three times per year fall, winter, and spring).
- Advocate the alignment and integration of PDP into site work, (e.g., staff development, graduation and curriculum content standards, school improvement process, etc.). Work with other committee chairs to coordinate efforts at the site.
- Model successful implementation of your PDP plan.
- Coordinate Achievement of Tenure with teachers, principal, staff development chair, building union steward and district Achievement of Tenure facilitator.
- Have fun and celebrate successes!

PDP Relicensure Credits: Teachers may earn hours toward relicensure for PDP work. The maximum number of hours a teacher may earn will be determined by the fall of 2002. The process for earning credit is:

- Teacher will preview with their PDP teams the work to be done to earn credits. Work for credit must align with the PDP goals and strategies.
- Teachers will keep an individual log or portfolio that maintains records of hours spent on the work, as well as, any certificates received from workshops.
- Teachers will fill out the PDP Professional Credits Application (available from Site PDP Coordinators or the District Professional Development Services office). Once the work has been completed and reviewed by the PDP team, the PDP team signs the application.
- The signed application is submitted as a part of the relicensure application to the Relicensure Committee.

Guide for how to count hours for PDP work

Appropriate hours include time spent:

- developing tools/resources specifically for a PDP project,
- actively engaged in peer coaching,
- observing other colleagues,
- being a demonstration teacher,
- working on action research projects,
- assessing a videotaped lesson with colleagues,
- journaling,
- networking with colleagues,
- creating/using a professional portfolio,
- reading educational books/articles,
- participating in a study group, or
- participating in PDP team meetings outside the school day.

All work for PDP credit must be related to the PDP plan and be shared with the PDP Team. Each individual (even if working on a team project) must fill out an application and keep her/his own log/portfolio. Teamwork and reports may be done but individuals must each do the paperwork in order to receive credit.

Section F. Career-In-Teaching Services (CIT): CIT is a collaborative effort of the Minneapolis Federation of Teachers and the Minneapolis Public Schools which provides support throughout the Professional Career Continuum. CIT will strengthen the professional by attracting, developing and retaining diverse, competent and confident urban educators. The goal is to support the development of education professionals, and to enhance the art and science of teaching by promoting research-based "best practice" among practitioners. Importance is placed on the induction and retention of teachers and the professionalism and career development of all staff. The Professional Career Continuum is outlined in Section P.

The Career-In-Teaching Panel: CIT Services is governed by a joint labor/management panel comprised of an equal number of voting members representing administrators and teachers. Panel members are appointed by the President of the Minneapolis Federation of Teachers and the Superintendent. The District and MFT agree to consider inclusion of representatives from Educational Assistants (EA) as they develop mentoring support systems. The role of the panel is to assist, review, and assess CIT services, and to make recommendations regarding Career-In-Teaching staff and services. The panel is responsible for the process of selecting CIT Mentors. Sites will be involved in the selection of building mentors.

Career-In-Teaching will:

- facilitate the transition of knowledge gained through teacher training or other professional experiences to research-based best practices in the school setting;
- provide opportunities for new and experienced teachers to achieve satisfaction and success while contributing to the improvement of the teaching profession;
- demonstrate a commitment to professional growth throughout the Professional Career Continuum through job embedded staff development, the Professional Development Process and continuous learning to improve instruction;
- create opportunities for professional growth and advancement throughout the Professional Career Continuum;
- provide and support continuous training, professional development and leadership experiences using the National Staff Development Council Standards for Staff Development Standards (NSDC);
- support teachers throughout the professional development continuum, including the Achievement of Tenure Process and Professional Development Processes;
- support Professional Practice Schools, teacher residency sites, Education Magnet, Professional Development Centers (PDC) and five induction models in Section E;
- provide Pre-Professional Skills Tests (PPST) Learning Plus tutorial lab services;

- identification and coordination of a cadre of Demonstration Teachers within the District. Demonstration Teachers are teachers who use exemplary practices in their classrooms and who are willing to model and discuss those practices for colleagues;
- support teachers seeking National Board Certification;
- work with the Teacher Development Council to support the pre-service programs of teacher preparation and induction;
- assess and evaluate its services to insure efficiency, effectiveness, and overall success as it impacts teaching and learning.

Career-In-Teaching Mentors: CIT Mentors are selected teachers in Minneapolis Public Schools who have agreed to serve for up to five years as peer mentors and then return to their previous location, if a vacancy exists. They receive specialized training to support their role. They are advisors, role models, and highly skilled teachers with successful teaching experience in the Minneapolis Public Schools. CIT Mentors are committed to setting an example, sharing ideas with others, offering support and encouragement and assisting teachers in acquiring the Standards of Effective Instruction competencies through the Professional Development Process.

Career-In-Teaching Mentor Services May be Provided to:

- first time teachers;
- contract teachers who have had experience in the Minneapolis Public Schools in another job classification and are moving into a new position;
- first year contract teachers who have teaching experience outside the District;
- probationary teachers who are in need of continued support;
- teachers who request service,
- teachers who are served at the request of the teacher's Professional Development Team
- any licensed staff in the bargaining unit

Career-In-Teaching Mentor Responsibilities:

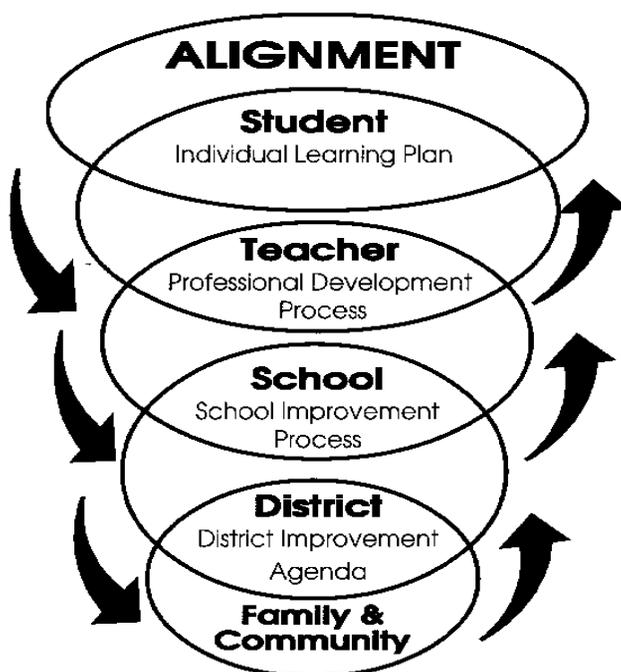
- assist teachers in goal setting, pre and post conferencing, and classroom observation;
- model, co-teach, and demonstrate in order to provide guided practice;
- support teachers to ensure that classroom instruction meets the MPS Standards of Effective Instruction supports the goals of the District Improvement Agenda, the Minneapolis Grade Level Expectations (GLE's), Minnesota State Standards, and goals of the School Improvement Process;
- orient teachers to the resources of the District, the profession and the community;
- provide research-based support to teachers in areas such as instructional strategies and materials, classroom climate and organization, cultural competency, and professional development;
- assess teachers' professional skills using the professional standards identified in the Minneapolis Standards of Effective Instruction
- as appropriate, work with tenured and/or realigned teachers per administrators' or teachers' requests to provide assistance and support, in addition to working with probationary teachers;
- work with administrators, peer coaches, and colleagues as team members and facilitators in the Achievement of Tenure Process, including acting as a team member in the decision-making process for continuation of employment.
- support the annual New Teacher Orientation, "Teacher-To-New Teacher Guide Online", facilitation of New Teacher Professional Development, New Teacher Networks, Reserve Teacher Training, Professional Development Centers, other staff development sessions, and interactive online mentoring support.

Section G. Professional Induction for Teachers New to the District: Student growth and success is at the heart of all teaching and learning. Because we recognize the complexity of teaching and learning in the Minneapolis Public Schools, teachers new to the District are given guidance and assistance through the Achievement of Tenure Process for New Teachers, as well as, professional development opportunities as described below.

The new Achievement of Tenure (A of T) Process will be implemented for all probationary teachers in the fall of 2002. Teachers hired for the 2001-2002 school year will follow the Achievement of Tenure requirements established in the 1999-2001 contract. Teachers hired for the 2002-2003 school year will follow the

Achievement of Tenure requirements established in the 2001-2003 contract. Probationary teachers must successfully complete this process by the end of their third year in the district.

Achievement of Tenure (A of T) Process: The A of T Process is a team-supported induction into the profession and the Minneapolis Public Schools . It is designed to provide teachers new to the District with on-site and District support toward achieving the Standards of Effective Instruction and successful completion of Achievement of Tenure. Teachers work with mentor(s) (if assigned), colleagues, and administrators to identify their A of T team members and to develop, implement, and achieve goals that support professional development that improves student achievement. These goals are to be aligned with the District Improvement Agenda, the School Improvement Plan, and the Standards of Effective Instruction.



Steps in the A of T Process for Teachers New to the District:

1. Meet with Mentor, site and/or or District staff to learn intent and details of A of T Process . This session will include:
 - Setting professional development goals based upon student achievement and teacher professional development aligned with the School Improvement Plan (SIP), the Standards of Effective Instruction, respective job descriptions, and the Minnesota Code of Ethics.
 - Reviewing the requirements for A of T and developing a personal timeline for completion of tenure requirements.
 - Developing a professional portfolio as a tool for growth and for documenting progress.
2. Meet with mentor if assigned, to identify team members, and to formulate an individual plan that will include professional goals.
3. Meet with A of T team to discuss plan. Plan will include:
 - Goals, objectives, and strategies
 - Goal attainment activities (coaching, action research, etc.)
 - Indicators of achievement of goals.
 - A timeline for the year that includes dates for Progress Report meetings and formal observation(s) as part of the Achievement of Tenure Process.
4. Date and sign a copy of the plan and turn it in to the school's Professional Development Coordinator for retention at the site. The teacher should include a copy of their plan in their Professional Portfolio. The

PDP Coordinator will send paper or electronic copies of the Achievement of Plans and Progress Reports to Professional Development Services at assigned times.

5. Participate in periodic meetings with A of T team to review and document progress toward goals, Standards of Effective Instruction and Achievement of Tenure. The Team will review progress towards development of the professional portfolio .
6. Schedule at least one formal observation cycle with mentor if assigned. The Achievement of Tenure team may recommend a second formal observation be done by a supervisor, administrator, or another Achievement of Tenure Team member, during the first semester of the school year. Areas of progress and areas for further growth will be shared with the A of T P team.
7. First year Probationary teacher performance assessment and decision-making resides collaboratively with the PSP A of T team, which includes the mentor (if assigned), colleagues and the principal. At the end of the first each probationary year, the team will assess progress based on multiple indicators including observations by team members, plan next steps for the second next probationary year, and make one of the following determinations:
 - continue working toward Achievement of Tenure (for teachers making satisfactory progress toward Achievement of Tenure);
 - continue working toward Achievement of Tenure with the support of an assigned mentor (for teachers who need continued or added support);
 - move to PDP (for teachers at the end of the probationary period who have successfully completed all tenure requirements),
 - referral to Human Resources with the recommendation to discontinue employment (for teachers who have not made satisfactory progress, and who have received support from an assigned mentor for a minimum of three months.)

Referral/Request to Career Options may be made at any time.

The administrator will forward the Probationary Teacher Summary Reports reflecting the determination of the team to Human Resources at the end of the first, second and third years of employment.

Multiple Sites: When a teacher is assigned to more than one site, the administrator for each site will be notified by the district mentor, if assigned or Career-in-Teaching. The teacher, district mentor, PDP coordinator and administrators together determine which site will provide the primary A of T Process service and the role of the other sites to support the teacher. A current A of T plan will be on file at each site. The purpose of notifying each site is to provide more comprehensive support for the teacher.

Professional Review Committee: In the event that the teacher's A of T team does not reach consensus on the determination of teacher's progress, the recommendation(s) are referred to the Professional Review Committee. This Committee will be comprised of: two teachers on the Career-In-Teaching Panel, one principal on the Career-In-Teaching Panel, one Labor Relations administrator, and a District PDS mentor not involved with the teacher's team. The Committee will determine the status of the teacher through consensus, or if necessary, majority vote,

Staff Development for Teachers New to the District: Teachers during their first year of employment or reemployment within the Minneapolis Public School District are required to attend the New Teacher Orientation in August. Teachers hired after the New Teacher Orientation shall attend the New Teacher Orientation held in August in the beginning of their second year.

Teachers during their first three years of employment or reemployment in the Minneapolis Public Schools are required to participate in the following staff development experiences:

- New Teacher Orientation (first year);
- successful completion of District peer or cognitive coaching courses (second year) and
- at least forty hours (40) of staff development of their choosing in support of Achievement of Tenure professional development) goals over the three year probationary period.

Sites will provide the equivalent of two days without loss of pay probationary teachers for the purpose of observing classrooms of identified demonstration teachers. They will be accompanied by a mentor or other A of T team member(s).

Section H. Achievement of Tenure: In the State of Minnesota, tenure is defined as the completion of three years of successful teaching. (MS §122A.41) Minneapolis Public Schools and Minneapolis Federation of Teachers believes the key to nurturing this successful teaching is through ongoing professional development experienced over an entire career. To ensure all non-tenured teachers get a strong start in becoming highly skilled practitioners, the professional contractual Achievement of Tenure has been designed to support the successful achievement of tenure. Research indicates that the effects of well-prepared teachers on student achievement can be stronger than the influences of student background factors such as poverty, language background and ethnicity. (Darling-Hammond 2000). Completion of the Achievement of Tenure involves rigorous, meaningful, and reflective work, which demonstrates that a teacher has achieved high standards for teaching and is ready to become a tenured teacher in the Minneapolis Public Schools. In recognition of the rigor, a District Achievement of Tenure Facilitator (located at Career-In-Teaching) is available to support teachers through the tenure process.

Financial Support for Tenure Candidates

- a. **Twenty hours of portfolio development:** Probationary teachers working toward tenure will be granted the equivalent of twenty (20) hours of credit through MPS U to support successful completion of requirements and professional portfolio development. If the teacher does not present a completed portfolio with-in the required time frame (three months before the third anniversary of their adjusted seniority date) they forfeit MPS U credit.
- b. **Peer coaching class participation:** The cost for the District Peer Coaching class (maximum 20 hours), attended outside of the teacher duty day, will be paid from site staff development funds.
- c. **Site staff development funds will be accessed to provide at least one full day of reserve teacher time for peer observations. The site should provide additional days as needed.**

Bonus Options: Effective January 1, 2000, teachers upon Achievement of Tenure will have the option of:

- a. receiving a network-capable laptop computer leased for three years with a one-dollar (\$1) purchase option at the end of that time. Teachers shall be financially responsible for loss, destruction or damage to the laptops and shall maintain them in good working order while on loan. A teacher who terminates employment as a result of resignation, layoff, retirement or discharge shall return a loaned laptop to the District in good working order. Teachers who choose the laptop may choose MacOS, Microsoft Windows, or another major platform as available. Comparable current models would be the Apple iMac or IBM ThinkPad; or,
- b. Receiving a before-tax payment of \$1,000 into their deferred compensation account; or,
- c. Receiving a taxable \$1,000 direct cash payment.

Bonus Payout:

- Bonuses are paid out in Mid-August and Mid-February depending upon date of submission of Notification of Achievement of Tenure Form. The form is due by the last teacher duty day in June for August payout, and the last school day before winter break for the February payout.
- Teachers who are actively employed by the district on the first day of school (they have not been terminated or discharged for cause) shall receive the bonus if earned.
- Teachers who go on Leave of Absence after successful completion of Achievement of Tenure will be eligible for bonus options b) and c) only. These teachers will receive the bonus regardless of leave status.

Achievement of Tenure

For teachers hired for the '02-'03 school years

Activity	Description	Examples of Evidence of completion	Time line	Check year Complete
Professional Portfolio	Construct a professional portfolio that documents completion of all A oF T activities, and that shows evidence of reflection and growth. The portfolio may be organized in a manner that reflects the individual's position and style.	The teacher will build a professional portfolio, seeking assistance and feedback from their A oF T team as they go.	Consistent participation throughout the first three years, with the completed portfolio being ready by the presentation date.	1 2 3 — — —
Achievement of Tenure Process (A oF T)	Throughout the year, collaborate with A oF T team which includes a mentor (if assigned), teacher colleagues and an administrator. Submit one A oF T plan (fall) and at least two progress reports (Winter & Spring).	The teacher will have, with signatures and dates, a complete set of A oF T documents for each of the three years, including plans, progress reports and probationary teacher summary reports.	Consistent participation throughout first three years.	1 2 3 — — —
MPS Grade Level Expectations (GLE), Minnesota State Graduation Standards	Articulate, use and assess student performance toward Standards. Non-classroom staff use and assess as appropriate to position.	Multiple pieces of evidence will be documented such as: lesson plans, student work, curriculum maps, syllabi, student work from performance assessments, or rubrics that clearly note which standards are taught.	Consistent participation throughout first three years.	1 2 3 — — —
Formal Observations and Assessments	A formal observation cycle is one in which there is a pre-observation conference, the observation and a post-observation conference. The formal observation may be completed with a mentor (if assigned), colleague or administrator. The formal observation will be based on A oF T goals. The assessment may use a variety of tools, such as Pathwise or MPS Standards of Effective Instruction.	The teacher will have signed copies of the observation tool, including evidence of the pre- and post-observation conferences.	At least one formal observation each year (a total of three); one assessment over the three years by mentor (if assigned).	1 2 3 — — —
New Teacher Orientation (NTO)	Career-in-Teaching conducts an orientation each August for teachers who are new to the district. All staff who are hired under the Teacher Contract must attend this orientation, regardless of other new employee workshops offered at their site(s), or with-in their department.	The teacher will have a staff development certificate of attendance verifying attendance to entire orientation. If the teacher misses NTO, they are expected to attend the following August.	August of their first year (or later if missed)	1 —
Staff Development	Teachers will participate in forty hours over three years of staff development or course work that supports their A oF T goals.	The teacher will have CEU's that verify attendance and participation in staff development sessions. 1 qtr cr.=16 CEU, 1 sem. cr.=24 CEU	Consistent participation throughout first three years.	1 2 3 — — —
Peer and/or Cognitive Coaching	Teachers will complete district Peer and/or Cognitive Coaching training in addition to forty hours staff development.	The teacher will have a staff development certificate of completion for the coaching class.	It is suggested that this course be taken during the teacher's second year, but may be completed at any time during the teacher's first three years.	1 —

Achievement of Tenure

For teachers hired for the '02-'03 school years

Survey Students and Families	Using either District Surveys, or surveys written by the teacher (and approved by A of T team), survey students and families at least once each year.	The teacher will have representative samples of completed student and family surveys. The teacher will also include reflections from each survey.	At least one student set, and at least one family set each year (for a total of six sets by the end of the third year).	1 2 3 — — —
Videotape	Create at least one videotape of your work as appropriate to your position. View with your A of T team and share reflections. (Peer Coaching tape is applicable).	The teacher will have a copy of a videotape, and evidence of reflection.	At least once during the first three years of teaching.	2 —
Observing Demonstration Teacher	Observe one or more job-alike demonstration teachers.	The teacher will have a written reflection of the observation.	At least once during the first three years of teaching.	1 —
Action Research	Complete an action research project to support A of T goal(s), and as a method of assessment to inform instruction.	The teacher will have a completed action research project (includes a clear question, examples of data gathered, a summary and a reflection on how what has been learned through the research has impacted your teaching.)	Beginning in the second year, the teacher will seek resources to inform them about the action research process, and begin formulating questions to pursue. The teacher then will complete the project in their third year of teaching.	3 —
Portfolio Presentation	Three full months before the teacher is to be tenured (not counting summer non-duty days), the teacher will share their portfolio with their A of T team, and if approved, present it to the Site Achievement of Tenure Review Team.	Upon successful completion of the tenure portfolio, the teacher is eligible to receive up to 20 (twenty) hours of credit through MPS-U to support successful completion of requirements and professional portfolio development.	Three full months before the teacher's tenure date.	3 —
Submission of Achievement of Tenure Notification Form	The teacher is responsible for submitting the form to the Achievement of Tenure Facilitator (Career-in-Teaching).		Immediately preceding the Tenure Review Meeting.	3 —

ACHIEVEMENT OF TENURE REVIEW TEAM:

Timeline for Review: The final step in the Achievement of Tenure is the presentation of Professional Portfolio by the non-tenured teacher to their site Achievement of Tenure Review Team. This presentation should occur at the site at which the teacher is doing their current A of T Plan at least three (3) months before the non-tenured teacher's hiring date anniversary in the third year of their employment in the District.

Panel Membership: The Achievement of Tenure Review Team will consist of the site Professional Development Process (PDP) Coordinator, union steward, a site administrator, one or more members of the teacher's Achievement of Tenure team, and a district representative from Teacher and Instructional Services, Human Resources, and/or Career-In-Teaching. Team members are selected by their representative groups. All team members will be given a short orientation of the Achievement of Tenure review process before it occurs. Site PDP Coordinator will contact Achievement of Tenure Facilitator with any questions regarding panel membership.

Process of Review: The site PDP Coordinator will convene the Review Team when the non-tenured teacher notifies the site PDP Coordinator that they have met the professional contractual requirements for the Achievement of Tenure. The non-tenured teacher will present to the panel for verification their professional portfolio containing evidence of Achievement of Tenure work. Following the presentation, the panel (pursuant to the Teacher Tenure Act MS §122A.41) will provide notice to the teacher either of completion of Achievement of Tenure or of work yet to be completed by the teacher. If incomplete, the teacher will have six (6) weeks to complete and resubmit to the review team their Achievement of Tenure work. In the event the teacher did not present a full three months before the non-tenured teacher's hiring date in the third year of employment in the district, the six (6) week extension will be waived. If six (6) weeks before the anniversary of the third year of employment with the district, the teacher has not yet presented a completed portfolio, the teacher is subject to discontinuance of employment. The teacher may appeal in writing to the Professional Review Committee if they feel injustice has occurred at the time of their portfolio review.

Submission of Notice of Completion: Once the non-tenured teacher has received their notice of completion from the site Review Team, the teacher will be responsible for submitting the notice to Achievement of Tenure Facilitator at Career-In-Teaching. It is important to receive this notice prior to the hiring anniversary date in the third year of the teacher's employment in the District.

Multiple Site Participation: The teacher will notify the PDP Coordinator at each of their sites as to the determination of which site will conduct the Achievement of Tenure Process. Teachers should also give copies of their A of T Plan and Progress Reports to the PDP Coordinator at each of the sites they work at to assist in the coordination of support.

Roles, Responsibilities, Resources: The non-tenured teacher is responsible for pursuing tenure and the professional contractual requirements. At any time during the three year process, the non-tenured teacher may request assistance from the site PDP Coordinator, Principals/ Supervisors, Career-In-Teaching, Career Options, Professional Development Services, Teacher and Instructional Services, Human Resources, and/or the Minneapolis Federation of Teachers.

Achievement of Tenure List of Responsibilities:

Probationary Teacher:

- Complete all Achievement of Tenure requirements within the three-year timeframe documented in the teacher's contract.
- Collect and organize materials for presentation to Tenure Review Team. Be prepared to present at least three (3) months before the anniversary of your adjusted seniority date.
- At the last A of T team meeting before Tenure Presentation, share your progress toward Achievement of Tenure with your team. Have A of T team sign "Request to Present" form when Achievement of Tenure requirements are complete.
- Submit the "Request to Present" form to site PDP coordinator or Staff Development Chair. If you are assigned at more than one site, your Achievement of Tenure meeting will be held at the site at which you participate in PDP. The PDP coordinator or Staff Development Chair will notify you regarding when and where your presentation will take place.

- Present your portfolio at the scheduled date and time. You may invite one or more of your A of T team members to accompany you.
- With-in six (6) weeks of your presentation complete any missing or incomplete Achievement of Tenure requirements. Once completed, contact site PDP Coordinator or Staff Development Chair to reconvene Achievement of Tenure Review Team.
- Following successful completion of the Tenure Review team meeting, submit the original Notification of Achievement of Tenure form to District Achievement of Tenure Facilitator at Career-in-Teaching. Be sure to keep a copy for you own files.
- Celebrate your professionalism and success!

A of T Team:

- Support and assist probationary teachers with the Achievement of Tenure Requirements.
- Assess progress toward tenure at last A of T team meeting before teacher is to present to Achievement of Tenure Review team. Encourage the teacher to be prepared at least 3 months before the anniversary of the adjusted seniority date.
- Sign "Request to Present" form once the third year teacher has completed all requirements. The teacher is to submit the form to the Achievement of Tenure Facilitator.
- Support and assist in celebration and recognition of A of T candidates

Site Administrator(s):

- Attend Achievement of Tenure training and understand Achievement of Tenure process as documented in the teachers' contract.
- Meet with the Tenure Review Team at designated times to plan the process and timeline.
- Support site PDP Coordinator/Staff Development Chair in their Achievement of Tenure responsibilities.
- Set a tone of celebration and professionalism around the Achievement of Tenure process.
- Participate in the Achievement of Tenure process by attending Tenure Review Team meetings schedule by the site PDP coordinator/Staff Development Chair.

Site PDP Coordinator/Staff Development Chair:

- Attend Achievement of Tenure training and understand Achievement of Tenure process as documented in the teacher's contract. Schedule and convene a Tenure Review Team meeting to plan the Achievement of Tenure process that will be used at your site.
- Survey/ check with probationary teachers and their A of T teams to assess progress toward Achievement of Tenure requirements. Contact Achievement of Tenure Facilitator if there are any teachers who are not on track.
- Notify third year teachers of dates, time and locations of their Tenure Review presentation.
- Submit to the Achievement of Tenure Facilitator the names of teachers presenting and the dates that are scheduled.
- Arrange room for Tenure Review meeting. Contact the MFT Local 59 for information on reimbursement for treats and decorations for the meeting. Also arrange for certificates for the newly tenured teachers with the MFT Local 59.
- Ensure that all forms are sent to the Achievement of Tenure Facilitator at Career-In-Teaching in a timely fashion. Delay of sending the forms may delay the receipt of the bonus for the teacher.
- Contact the Achievement of Tenure Facilitator with any questions or concerns. If assistance is needed, the Facilitator can meet with your staff, the review team or with individual teachers.

District Representative on Site Tenure Review Team:

- Attend Achievement of Tenure training and understand Achievement of Tenure process as outlined in the teacher's contract.
- Assist in planning the Tenure review meetings at the site you will be working with
- Contact the site on a regular basis, keeping up-to-date on when meetings will be held, and how you can be of help.
- Be prompt for review meetings
- Be upbeat and supportive during the review process with the non-tenured teachers.

- Maintain high professional standards; help ensure consistency across the district.
- Contact the Achievement of Tenure Facilitator with any questions or concerns.

Achievement of Tenure Facilitator

- Coordinate Achievement of Tenure process throughout the district.
- Support sites in the implementation of Achievement of Tenure process.
- Provide Achievement of Tenure information and forms.
- Collect Notification of Achievement of Tenure forms from sites.
- Record and submit Notification of Achievement of Tenure forms to Administrator of Employee Effectiveness at Human Resources.
- Collaborate with Payroll and Human Resources in the bonus distribution process.
- Collect assessment and/or feedback from sites/teachers regarding their successes/ suggestions/comments on the Achievement of Tenure process.
- Organize and assist in the Achievement of Tenure training.

Section I. 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 District PDS mentor, after meeting with the teacher's PDP team, determines the need to assure additional support for teachers (as defined by MS §179.A.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 process (See Article V, Section G. for a description of this process for teachers new to the District.)

. The teacher may enter the Professional Support Process for a variety of reasons. This process may be appropriate and beneficial to a teacher who:

- is performing effectively in most areas of job responsibility, but may need some targeted assistance in one or more specific areas.
- has a history of effective job performance, but is currently experiencing circumstances that, for a variety of possible reasons, challenge job performance.
- needs more comprehensive collegial involvement.
- is working in a new or different position and is experiencing a challenging and difficult transition.
- is experiencing difficulty meeting the professional responsibilities of the Job Description, Code of Ethics, the Standards of Effective Instruction, and overall performance requirements.

The Professional Support Process will commonly extend for three to nine months. During this time, extensive support is provided to the teacher through a variety of strategies. This support may include peer coaching, mentoring, scheduled and unscheduled observations, study groups/, videotaping, modeling, discussion groups, demonstration teaching, professional portfolio, action research, journaling, co-planning and teaming and/or any other strategies that prove to be helpful.

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. Decisions regarding next steps will be made at a progress report team meeting.

When the teacher successfully accomplishes the goal(s) outlined in the PSP and no other concerns exist, the teacher returns to the PDP. It may also be that the teacher has successfully reached the PSP goal, but another area of concern may exist. If needed, PSP may continue with additional and/or revised goals, strategies, and timelines.

When the teacher 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 teacher has been unable or unwilling to improve and is not meeting the job description responsibilities, Code of Ethics, or the Standards of Effective Instruction, the next course of action must be determined. The team will recommend the IAP and the teacher will choose to participate in the Intensive Assistance Process (IAP) or explore alternative career options. Career Options services can assist with this

transition. With a change of sites, the PSP continues in the new site, with possible revisions of the PSP Plan. **Teacher Transfers.** When a teacher in the Professional Support Process transfers to another site, the District PDS mentor forwards the PSP plan to the principal of the new site. The receiving principal/site administrator, the District PDS mentor, and the teacher will have a discussion regarding the appropriateness of the PSP plan for the subsequent school year. The administrator, the District PDS mentor and the teacher at the new site may identify a PSP team.

Teachers at Multiple Sites. When a teacher on PSP is assigned to more than one site, the administrator for each site will be notified by the District PDS mentor. The teacher, District PDS mentor, and the administrators together will determine which site(s) will provide the primary PSP service and the role of the other sites to support the teacher. The purpose of notifying each site is to provide more comprehensive support for the teacher.

The Professional Support Process will include the following steps:

Step 1: Development of the PSP team: The PSP team meets with the teacher to agree upon the implementation of a support plan for the teacher. The teacher's team consists of the following core participants:

- a) the principal/site administrator,
- b) one or more member(s) of the PDP team, or other building colleagues, as appropriate,
- c) and the District PDS mentor.

This core team through consensus or majority may include other teachers and/or resource people.

Step 2: Development of a Professional Support Plan: The PSP team writes a support plan that includes a goal(s) for the teacher that focuses on the area(s) in need of improvement. Reasonable strategies, resources, and timelines are established within the plan. These may be modified based on identified needs.

Step 3: Implementation of the Professional Support Plan: The PSP team implements the plan. A variety of options are utilized during the PSP implementation to assist the teacher. Some of these options may be: peer coaching, mentoring, scheduled and unscheduled observations, study groups, videotaping, modeling of lessons by the mentor or another staff member, discussion groups, demonstration teaching, professional portfolio, action research, journaling, co-planning and teaming, feedback from students and/or parents, and/or any other strategies that prove to be helpful.

Step 4: PSP Progress Determination: According to the timeline specified in the PSP plan, the PSP team has regular Progress Report meetings to assess and discuss the possible growth and improvement occurring or to determine the lack of improvement. At the end of the predetermined timeline, the PSP team decides, based on the extent of growth/achievement toward PSP goals, whether the teacher has made sufficient progress to:

- a] return to the Professional Development Process,
- b] continue with Professional Support (PSP), or,
- c] be recommended to the Intensive Assistance Process (IAP).

Career Options discussions can occur anytime during the process.

In circumstances or instances in which there may be issues or patterns which are ethically or behaviorally unprofessional, or legal concerns that may not be appropriate for referral to the PSP process, the principal will consult with the Director of Labor Relations to determine the appropriate course of action.

Professional Review Committee. In the event that the Achievement of Tenure 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-Teaching Panel, one principal on the Career-In-Teaching 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.

PSP/IAP Implementation Team: To assist sites with the development and implementation of the Professional Support Process, a District team made up of the PDP District facilitator, District PDS mentors, representatives from the MFT, Principal's Forum, Labor Relations, and the Career-In-Teaching panel will meet regularly. If individual sites desire assistance with implementation of the Professional Support Process, they may call Professional Development Services.

Section J. Intensive Assistance Process: Intensive Assistance is confidential, short-term support for the tenured teacher. A request to the Labor Relations Department for this level of support is initiated by the mentor and/or building principal after the Professional Support Process (PSP) has been implemented and attempts to support the teacher have been made and documented, but were not successful.

A team approach will be utilized for delivery of Intensive Assistance. The Intensive Assistance Process (IAP) team members may vary, depending upon the human resources available at a given site. The primary support team consists of (1) a District PDS mentor and/or additional teacher members, (2) any continuing members of the PSP team, (3) the principal/site administrator, and (4) a Labor Relations representative. The team 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. The Intensive Assistance Process (IAP) will extend approximately six weeks.

Intensive Assistance includes the following steps:

- Step 1: The PDS mentor informs Labor Relations of the Intensive Assistance recommendation. The Labor Relations representative informs the teacher of due process considerations. It is the prerogative of the teacher to request Union representation at pertinent meetings.
- Step 2: The IAP team meets with the teacher and Union representative (optional) to discuss the issues.
- Step 3: The District PDS mentor and an IAP team member will observe over a timeline prescribed by the team for a minimum of three hours consisting of simultaneous and separate observations. The primary focus of these observations is: classroom management (materials, time, and assignments), delivery of instruction, family/teacher communication, behavior management, and the interactions that the teacher has with students and other staff.
- Step 4: The IAP team meets to write an Intensive Assistance Plan that addresses the specific needs of the teacher as determined through their observation and discussion. Existing professional support goals will be incorporated into the IAP as appropriate. 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 Options service provided by the District. If the teacher's goal is to continue her/his career in teaching, a timeline is established and the IAP is implemented.
- Step 6: Implementation of the IAP singularly or in combination with the use of Career Options.
- Step 7: The teacher meets with the IAP team, and the team makes a recommendation to continue or to discontinue the teacher's contract. This recommendation is forwarded to Labor Relations. In order to allow a teacher full opportunity to focus on improvement, the teacher placed on the Intensive Assistance Process will temporarily relinquish and refrain from accepting all leadership responsibilities outside of their classroom or other professional duties until such time the teacher returns to PSP or PDP.

Pursuant to Transfer and Reassignment Procedure, Article XVI, teachers on Intensive Assistance may not voluntarily transfer or voluntarily excess themselves. If a teacher is transferred due to excessing, the PDS mentor will forward the IAP to the new site. The PDS mentor will contact the principal and the teacher on IAP to set up a meeting to discuss next steps.

Teachers at Multiple Sites. When a teacher on IAP is assigned to more than one site, the administrator for each site will be notified by the District IAP PDS mentor. The teacher, District IAP PDS mentor, and the administrators together will determine which site(s) will provide the primary IAP service and the role of the other sites to support the teacher. The purpose of notifying each site is to provide more comprehensive support for the teacher.

Professional Review Committee. In the event that the IAP 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-Teaching Panel, one principal on the Career-in-Teaching 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.

Section K. Career Options/Outplacement Service: Career Options/Outplacement is a career counseling service provided by the District that is available to teachers who are seeking options to their current employment status either within or outside of the District. Services include: career counseling and assessment, interest inventories, resume writing, portfolio development, interview preparation, 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 and personal life, and for burnout prevention. These services may be directly accessed by the teacher or as a result of a referral through the Professional Support Process and/or Intensive Assistance Process (PSP/IAP) by calling Career Options at Professional Development Services.

Section L. Staff Development: Staff development planning and implementation in the Minneapolis Public Schools is guided by a Strategic Direction for Staff Development, the National Staff Development Council Standards and the Minneapolis Public Schools Standards. The Staff Development Advisory Committee is responsible for the district staff development plan.

MINNEAPOLIS STRATEGIC DIRECTION FOR STAFF DEVELOPMENT

Minneapolis Public Schools' ability to effectively ensure student achievement of high academic standards requires focused and ongoing staff development. This Strategic Direction outlines how staff will be supported through high-quality, job-embedded, standards-based professional development.

Vision: Every school a learning community.

Mission: Staff development in a standards-based system is an ongoing process that engages staff in improving curriculum, instruction, and assessment to increase student achievement.

We Believe: We are committed to reaching all students through content (what we teach), pedagogy (how we teach) and assurance of quality (how well we teach).

- The relationship between teacher and student is critical to the achievement of high standards.
- The purpose of staff development is to improve student achievement through the MPS Content Standards, Grade Level Expectations, the MN Graduation Standards, and the MPS Standards of Effective Instruction.
- Standards will be embedded in all policies, contracts, and processes.
- Site staff development practices will be strengthened by:
 - a. having fewer and focused staff development goals;
 - b. structuring time during the day for staff to learn and work together;
 - c. building capacity at sites to deliver, facilitate and evaluate staff development activities;
 - d. accountability at sites for implementing and incorporating staff development into each teacher's practice.
 - e. instructional staff in city-wide programs and related services (e.g., Special Ed.) will also engage in professional development activities with job-alike colleagues from other sites.
- Providing high-quality instruction for students, based upon the needs of students, is the of District support.
- Staff development should be continuous and embedded in the everyday work at sites with adequate resources and district support.
- Instructional change is a long-term, multi-staged process.

Staff Development Goals: Provide quality staff development at a high level of support that will:

- Respond to ongoing learning needs of all instructional staff in a standards-based system.
- Assist new instructional staff members in accelerating student achievement in a standards-based system.
- Assist site in creating a collaborative, professional culture where teachers are supported, respected, and valued.

- Align grants with existing staff development plans using a quality collaborative process.
- Maximize use of internal and external research about student learning.

Staff Development Strategies:

- Help sites align staff development plans with District Improvement Agenda, School Improvement Plan, and individual goals (Professional Development Plan and Individual Learning Plan).
- Align all grants and service contracts with district staff development.
- Collect, analyze and use data to inform decision-making and refine staff development efforts.
- Provide strategies for teachers to reach all students through a broad instructional repertoire.
- Rethink and retool the school day to integrate job-embedded staff development into the school day at school sites, where learning is relevant to the unique needs of staff and students.
- Rethink and retool Teacher and Instructional Services staff and budget to maximize opportunities for on-site, job-embedded learning.
- Integrate federal and state mandates into staff development.

Use technology and other approaches to deliver greater professional development opportunities at lower costs.

Guiding Principles

- Research will guide informed decisions about standards implementation and continuous improvement, including the NSDC Standards for Staff Development and the MPS Standards of Effective Instruction.
- MN Graduation Standards will be embedded into classroom instruction and practice.

Evaluation/Assessment: The extent to which district and site staff development activities support improved student achievement will be assessed and evaluated using T. Guskey's "Five Critical Levels of Professional Development Evaluation" as a guide.

Level 1: *Reaction:* What is the awareness level? Do the people involved like the format and find it understandable and helpful?

Level 2: *Learning:* What are the learning goals? Were they addressed?

Level 3: *Organizational Support and Change:* How are we organized to support professional development?

Level 4: *Use:* Were the desired outcomes demonstrated or reflected in teacher practice?

Level 5: *Impact:* Did it make a difference to student learning? Were the goals achieved?

National Staff Development Council (NSDC) Standards for Staff Development: The District has formally adopted the NSDC Standards.

Context Standards: Staff development that improves the learning of all students:

- Organizes adults into learning communities whose goals are aligned with those of the school and district. (Learning Communities)
- Requires skillful school and district leaders who guide continuous instructional improvement. (Leadership)
- Requires resources to support adult learning and collaboration. (Resources)

Process Standards: Staff development that improves the learning of all students:

- Uses disaggregated student data to determine adult learning priorities, monitor progress, and help sustain continuous improvement. (Data-Driven)
- Uses multiple sources of information to guide improvement and demonstrate its impact. (Evaluation)
- Prepares educators to apply research to decision making. (Research-Based)
- Uses learning strategies appropriate to the intended goal. (Design)
- Applies knowledge about human learning and change. (Learning)
- Provides educators with the knowledge and skills to collaborate. (Collaboration)

Content Standards: Staff development that improves the learning of all students:

- Prepares educators to understand and appreciate all students, create safe, orderly and supportive learning environments, and hold high expectations for their academic achievement. (Equity)
- Deepens educators' content knowledge, provides them with research-based instructional strategies to assist students in meeting rigorous academic standards, and prepares them to use various types of classroom assessments appropriately. (Quality Teaching)

- Provides educators with knowledge and skills to involve families and other stakeholders appropriately. (Family Involvement)

District Staff Development:

District Staff Development Advisory Committee: The committee consists of a majority of classroom teachers, and in addition, educational assistants, administrators, principals, other staff, parents, 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 through training, networking and coaching;
- set standards for Exemplary Staff Development Grants to schools;
- evaluate grant proposals, award grants and support grant recipients;
- prepare annual report for submission to the Department of Children, Families, and Learning;
- allocate staff development funds to schools according to state law, District priorities, and referendum requirements;
- assess effectiveness and results of district and site staff development activities for impact on student achievement.

Expectations: The Strategic Direction will guide all district staff development activities.

- Site teachers shall be involved in planning and implementing all district staff development activities.
- All staff development facilitators and providers will use the NSDC Standards in planning and implementing staff development activities.
- Staff development will support teachers in meeting the MPS Standards of Effective Instruction.
- Based on the district staff development plan, staff development may be required for some or all staff members.

Time: The District will be proactive in finding time for teachers to engage in staff development.

- The district Calendar Committee will designate release days for staff development, all but one of which will be conducted at the site level.
- In addition to one release day for district-wide professional development, one site professional development release day will be designated for instructional staff in city-wide programs and related services to engage in professional development activities with job-alike colleagues from other sites.
- Staff development activities and district meetings must be conducted with minimal disruption in the learning process for students.

Site Staff Development:

Site Staff Development Committee: The committee at each site consists of a majority of teachers and additional representatives of the site community. Staff Development decisions are made by the Site Staff Development Committee. [MS §122A.60]

The Site Staff Development Committee will:

- implement a process for allocating site staff development funds.
- employ the district Criteria for Spending Staff Development Funds.
- use the MN Staff Development Report and the MPS Staff Development Expenditures Report forms to guide planning, implementation, evaluation and reporting of site staff development activities.
- report spending, activities and results to the District Staff Development Advisory Committee for the purpose of state reporting.

Expectations: The Site Staff Development Committee will take the lead in facilitating professional learning at the site.

- Site staff development must:
 - a) support the SIP and/or individual PDP goals;

- b) support educational diversity;
 - c) support participation and professional growth of all site community members.
- The site Leadership Team will include a representative of the Site Staff Development Committee as a member or ex-officio member.
- The Site Staff Development Committee must be represented in the site budget process.
- Based on the SIP and site staff development plan, staff development may be required for some or all staff members.

Time: Staff development should be continuous and embedded in the everyday work at sites.

- The purpose of release days, with the exception of parent-teacher conference days, shall be for staff development, professional learning, professional record keeping, and assessment of student work.
- Teachers and administrators of school sites and units, led by their Site Staff Development Committee, shall jointly plan and participate in staff development on student release days.
- Release days designated for professional record keeping shall only be used for that purpose, unless a majority of teachers at a site vote to deviate from the designated day.
- In addition to staff release days and prep time, an average of at least two (2) hours per week must be available during the teachers' duty day for coaching, PDP, study groups, and other professional learning activities.
- The majority of staff meeting time should be spent on staff development, as teachers have e-mail, websites and voice mail in the classroom for regular communication.

Criteria For Spending Staff Development Funds: 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 criteria for spending staff development funds 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 and aligned in the District Improvement Agenda (DIA), the School Improvement Process (SIP), and Professional Development Process (PDP) and Individual Learning Plan (ILP).
- All sites will create and implement a staff development plan as an integral part of their SIP development process and aligned with their SIP goals. Site Staff Development Plans and End of the Year Reports will be submitted to the District Staff Development Committee.
- The site Staff Development Committee should be comprised of a majority classroom teachers and be representative of the site community
- Decisions about how staff development funds will be spent are made by the site Staff Development Committee and made available to the entire site community
- Staff development funds will be focused on development of professional skills and are used primarily for group activities, not individual requests.
- All staff development will demonstrate a clear relationship between specific goals and results. Site staff development committees, in conjunction with their leadership teams and Professional Development Coordinator, will develop and use an evaluation component for assessing the effectiveness of the school staff development activities. Improved student performance must be part of that assessment.
- To maximize skill development, staff development will have follow-up over time and will be supported at the site through the Professional Development Process.
- Expenditures for food, travel, and lodging should be strictly limited and carefully monitored by the staff development committee to assure resource accountability according to the District's Guidelines for Allowable Expenditures.
- Staff development hourly rate or stipend rate as defined in employee contracts will be paid for the time beyond the defined workday only. Staff at the site must agree, in advance, to which rate will be paid (see Salary Schedule, Schedule "G"). Staff development hourly rate will be paid for the time beyond the defined workday only.

- Staff development activities shall be shared and replicated among sites and staff as appropriate.
- All staff development implementation will be consistent with the National Staff Development Council (NSDC) staff development standards.

Section M: Professional Induction and Development:

Mission: To develop and coordinate programs that recruit, induct, develop, and retain high quality teachers in Minneapolis Public Schools.

Teacher Development Council: The Teacher Development Council establishes guidelines and oversees their implementation for teacher pre-service, induction, and development. It is comprised of representatives from Teacher and Educational Assistant bargaining units, District teacher development programs and their former participants, Human Resources, Teacher Instructional Services, specialists such as Special Education, ESL/Bilingual, Career-in-Teaching, teacher education program partners, Principals, and the Superintendent's Office. The Council meets regularly, as needed, to carry out its mission.

Goals:

- Collaborate with training institutions in all facets of the programs including: recruiting, candidate selection, preparation, and setting standards for certification and licensure.
- Ensure that all teacher induction/development initiatives enhance the diversity of the teacher work force in the District.
- Seek financial and other resources to support teacher induction/development initiatives and programs that meet the standards for successful programs.
- Assess the effectiveness of Minneapolis Public Schools teacher induction/development programs on an on-going basis.
- Recommend Minneapolis Public Schools teacher induction/development initiatives to meet District needs and enhance diversity.

Strategies:

- Identify all current resources used to support teacher induction/development.
- Develop a common calendar which reflects the timelines required for all teacher induction/development initiatives.
- Identify the process and supports needed to obtain resources for teacher induction/development programs to continue and expand.
- Coordinate the District's teacher induction/development programs through on-going communication to maximize effective efforts and minimize duplication and competition.
- Align current hiring practices and future teacher needs with teacher induction/development recruiting efforts to ensure employment and retention after completion.
- Proactively support prospective teachers in meeting all standards of licensure in Minnesota (i.e., PPST).
- Design and initiate successful models of teacher induction/development programs and disseminate the effectiveness of the models to colleges, universities, and the state departments.
- Assess and compare results of induction/development programs to those of new teachers overall.
- Promote residency as an integral part of all teacher induction/development for Minneapolis Public Schools, and seek to provide incentives to support these experiences.
- Engage teacher education program partners in all phases of induction, development, and retention.

Standards: Teacher induction/development programs must be a collaboration between district(s) and colleges/universities in program design to:

- Address the needs of the District Improvement Agenda.
- Incorporate a professional development process to support its participants.
- Develop, in collaboration with the district, a process to measure the effectiveness of the teacher training programs, and report results annually to the Teacher Development Council.

- . Demonstrate program success indicated by a completion rate of at least 60% and its participants passing the PPST.
- Demonstrate that its participants are working towards achieving the ten national Interstate New Teacher Assessment and Support Consortium (INTASC) standards.
- Provide placement of participants with cooperating/supervising teachers who model the Standards of Effective Instruction.
- Articulate a program design that includes: field experience, job embedded staff development, instruction, continuous assessment, supervision, due process, and adequate funding and adjunct status for Minneapolis teachers.

A teacher induction/development program that meets these standards is The Collaborative Urban Educator Program (CUE), an alternative preparation Program for teacher licensure. Pre-service educators participating in the CUE Program are placed in classrooms under the guidance of Minneapolis teachers as they simultaneously complete a course of study and fulfill requirements for student teaching.

Subd. 1: Student Teacher Experience Program (STEP): STEP is a Minneapolis Public Schools partnership with area colleges of education in a Student Teacher Experience Program. The goal of STEP is to strengthen the preparation of pre-service teachers, build stronger partnerships with teacher training institutions, and foster and acknowledge the contributions of Minneapolis teachers to their profession through the guidance of pre-service teachers. The five models of school/university partnerships include:

- Individual Placement Model - centrally managed single student teaching placements;
- Small Cluster Model - placement of two or more student teachers from a university in one school or department;
- School Center Model - universities collaborating with a school or schools clustered with in a building, by geographic location, or by program/alternatives ;
- Professional Development School Model - formalized agreement between the university and school(s) involving shared faculty responsibilities; and
- Teacher Residency Program-formalized agreement between the university and school(s)/programs involving shared faculty responsibilities. (see Subd. 2)

Subd. 2: Resident Teacher Program

As the profession strives to develop exceptional teachers and recruit and train teachers in identified high need areas an effort is being made to provide residency experiences. Minneapolis Public Schools and the Minneapolis Federation of Teachers are committed to supporting beginning teachers and preparing them for teaching in the urban environment; therefore, the District and Union have jointly developed the Resident Teacher Program. The Resident Teacher Program meets the standards outlined by the Teacher Development Council and the guidelines developed by the Minnesota Board of Teaching for Resident Programs. Therefore, sites/programs are assessed and gain District recognition as an approved residency site through the Teacher Development Council.

Residency Program: A residency program provides a voluntary step between student teaching and full-time teaching. Newly-licensed teachers who have already completed their student teaching apply and are selected as residents. Supported by the Minneapolis Federation of Teachers, the Minneapolis Public Schools, and the Minnesota Board of Teaching in collaboration with teacher education institutions, it provides a high quality, intensive, on-site induction process.

Resident Site/Program Requirements: Each residency site/program will have no fewer than two (2) resident teachers and will establish a collaborative with a college and/or university to assist in delivering the core curriculum. The program model at the site/program will provide professional practice time and professional development activities during the resident teachers' duty day. In addition, sites/programs will work with the resident teachers in their building to complete the professional contractual requirements for Achievement o F Tenure Year One. Resident teachers will complete a core curriculum as designated by the Teacher Development Council in accordance with the Standards of Effective Instruction. Resident teachers will receive ongoing support from their Resident Mentor, Resident Coordinator, and their PSP Team in order to increase their ability to reflect and improve their practice.

Funding a Residency Program: Sites/programs with approved residency programs will have deducted from their budget only the actual cost for all resident teachers and will use the difference between the average teacher salary and the cost of the resident's salary to provide professional development and support for probationary teachers.

Selection of Resident Coordinators and Resident Mentors: Each site/program will have a Resident Coordinator (with a minimum 0.2 exclusive release) and enough Resident Mentors in the building/program who are released to support the resident teachers at the site or within the program. All staff who have the qualifications outlined in the job posting will be given the opportunity to apply for these positions; therefore, written solicitation for applicants will be distributed to all staff.

Qualifications for resident mentors include tenure in Minneapolis Public Schools and at least five years of experience, evidence of successful completion of cognitive/peer coaching, and a commitment to successful completion of Pathwise™ and other required trainings. Applicants must demonstrate:

- Engagement with the district's Professional Development Process as evidenced through submission of current PDP Portfolio Development;
- Effective collegial coaching skills (may be evidenced by letters of support by colleagues who have been formally or informally mentored);
- Experience as a reflective practitioner (may be evidenced by PDP work, National Board Certification, or other artifacts);
- Evidence of effective teaching practice (may be evidenced by progress towards National Board Certification, assessment against the Standards of Effective Instruction, etc.);
- Understanding of both the mentoring process and the professional development needs of new teachers (may be evidenced by written statements, interview questions, responses to questionnaires, etc.).

Qualification for resident coordinators include evidence of teacher leadership, successful completion of cognitive or peer coaching, a commitment to successful completion of Pathwise™ and other required trainings, and an interest in working beyond the building/program with representatives of the district, the Minneapolis Federation of Teachers, and higher educational institutions. Additionally, applicants must demonstrate leadership through the following:

- Willingness to attend residency networking meetings necessary to facilitate communication across the district;
- Willingness to be involved and participate in the continued development and refinement of the resident core curriculum;
- Engagement with the district's Professional Development Process as evidenced through submission of current PDP Portfolio Development;
- Effective collegial coaching skills (may be evidenced by letters of support by colleagues who have been formally or informally mentored);
- Experience as a reflective practitioner (may be evidenced by PDP work, National Board Certification, or other artifacts);
- Evidence of effective teaching practice (may be evidenced by progress towards National Board Certification, assessment against the Standards of Effective Instruction, etc.);
- Understanding of both the mentoring process as developed and supported through the Career-in-Teaching Program and the professional development needs of new teachers (may be evidenced by written statements, interview questions, responses to questionnaires, etc.).

Applicants will apply in writing to the principal or designee. To select the best candidate(s) for the position(s), the site/program will hold interviews by a committee composed of the Resident Coordinator, other representatives of the teaching staff at the site/program, the administrator/designee, Human Resources and/or Career-in-Teaching representatives as appropriate.

Assessment and Approval of a Resident Teacher Site/Program: New sites/programs interested in becoming a resident teacher site/program will submit a Residency Site Application in early March. This will be reviewed by at least two review teams comprised of members of the Teacher Development Council who will make a recommendation as to the site's/program's status as a residency site/program for the following year.

This recommendation is taken to the Teacher Development Council to make a final decision. Schools/Programs are notified in late March of the decision. Late applications will not be considered.

In an effort to ensure that quality residency programs which meet District standards are in place throughout the District, all approved new resident teacher sites/programs will complete a self-study in the fall of each year for the first three years that they participate in the program. Sites/programs with an established residency of four or more years will complete a self study once every three years unless requested to do so earlier by the Teacher Development Council. This self-study must be submitted in December. It will be reviewed by a Residency Site/Program Assessment Team who will make a site/program visit in January or February to either recommend the residency site/program for the following year or provide feedback about areas which need improvement prior to recommendation for continuation. The Residency Site/Program Assessment Teams will be comprised of members from the Teacher Development Council and/or their designees. The Team's recommendations are taken to the Teacher Development Council to make a final decision.

Hiring of Successful Residents: Resident Teachers are given preferential hiring upon completion of a successful residency. The decision to recommend a resident teacher is carried out through the Achievement of Tenure Process each spring. The site Achievement of Tenure Team determines whether the resident teacher has successfully completed the first-year requirements of the MPS Achievement of Tenure Process. As MS §122A.68 Subd.2 states that the resident year should be considered as a first year placement, resident teachers will be recommended for continued employment as a second-year teacher on the salary schedule with seniority number based on the initial contract signed during the residency year.

The residency induction program continues to prepare exceptionally well-prepared first year teachers. The rigors of the induction program requires that resident teachers not only meet year-one Achievement of Tenure requirements, but also a professional development process that requires a second Pathwise™ assessment, continued observation within the context of expanded and varied teaching experiences, guided supervision by the site/program coordinator as well as a personal mentor, and development of a professional portfolio. Each residency site/program is expected to be responsible for paying for the resident teacher program as well as ensuring all of the before mentioned expectations.

If the resident teacher is recommended for hire and if there are teaching positions available in the building where the resident is housed, a resident teacher will be considered for hire in the building as any other teacher within the same department or license area would be. If no teaching position is available at the residency site/program, the resident teacher is allowed to compete for teaching positions within the district on equal footing with other excessed first-year teachers.

Expansion of the Residency Model: The Resident Teacher Program has shown that resident teachers are more thoroughly prepared for teaching in the District as a result of beginning their career in a structured induction program. The Resident Teacher Program has had an equally positive impact on the professional development of veteran teachers in the schools where it exists and on the maintenance and continued support of a more scholarly teaching environment among the faculty. In the belief that all first-year teachers as well as experienced teachers working with residents benefit from this experience, the District and the Union agree to explore a pilot program that may lead to requiring a year of residency for all new hires at the high school and middle school level. The requirement of a year of residency for all new high school and middle school members is contingent upon the success of the pilot program and supportive agreements and understandings among the MFT, its members, and the District in the areas of funding residency sites/programs and hiring of residents. The pilot program will begin during the 2002-03 school year.

Resident Teacher Program for Special Educator: A resident teacher program shall be established for special education teachers by the 2002-2003 school year. The Design and goals of this program shall meet the needs of multiple sites, grade levels, and special education teacher licensure areas.

MODELS	Individual Placements: Centrally managed student teaching placements. Both teachers and universities would make application to District for placement	Small Cluster: Placement of 2 or more student teachers from a university in one school or department	School Center: University(ies) collaborating with school(s) clustered within a building or by geographic location or by programs/ Alternatives	Professional Development School or Professional Practice School: Formalized agreement between the university and school(s) involving shared faculty responsibilities	Teacher Residency Program: Formalized agreement between the university and school(s)/ programs involving shared faculty responsibilities
Benefits to Participants	Flexibility to choose building, program, cooperating teacher	Flexibility to choose building, program, cooperating teacher Support of peers	Support of peers On site seminars Opportunities to observe/visit variety of programs offered in center site(s)	Support of peers Support system Welcoming environment On site methods courses On site seminars Clear delineation of expectations	Accelerated progress toward achievement of tenure and National Board of Professional Teaching Standards Cohort experience with support of peers Mentors and ongoing feedback On-site courses with graduate credit Extension teaching experiences Imbedded professional development Reduced teaching load Full pay and benefits
Number of Participants Involved	Individual	Limit of 2-3	3 or more	2 or more	2 or more
Form of Agreement	District contract with university	District contract with university	District contract with university and negotiated agreement(s) with school(s)	District contract with university and negotiated agreement(s) with school(s)	District contract governs residency experience, memorandums of agreement as necessary to support and address unique features and needs of residency programs

MODELS	Individual Placements: Centrally managed student teaching placements. Both teachers and universities would make application to District for placement	Small Cluster: Placement of 2 or more student teachers from a university in one school or department	School Center: University(ies) collaborating with school(s) clustered within a building or by geographic location or by programs/ Alternatives	Professional Development School or Professional Practice School: Formalized agreement between the university and school(s) involving shared faculty responsibilities	Teacher Residency Program: Formalized agreement between the university and school(s)/ programs involving shared faculty responsibilities
School Site Level of Commitment	Cooperating teacher has primary responsibility for training student teacher	Cooperating teachers/ department have primary responsibility for training	<ul style="list-style-type: none"> – Cooperating teachers have primary responsibility – Faculty commitment to prepare students from practicum to student teaching for university(ies) 	Shared faculty responsibility between school(s) & university to collaborate on <ol style="list-style-type: none"> 1) phases of teacher preparation, 2) school site program development, 3) university program development 	Shared faculty responsibility between school(s) & university to collaborate on <ol style="list-style-type: none"> 1) professional development and feedback, 2) school site program development, 3) university program development
Number of Universities Participating at One Site	Many	One or more universities involved in small cluster model along with individual placement model	A primary university involved in school center model along with I/P model and/or S/C model occurring OR collaboration of universities involved in school center model along with I/P and S/C models occurring	A primary university involved in professional development school model along with individual placement model	A primary university involved in professional development school model (and possibly a PPS model)
Placement Process	Selection made by district and/or university Opportunities to match cooperating teacher and student teacher	Selection made by district/ school and/or university Opportunity to match cooperating teacher & student teacher	Selection made by school & university District informed Opportunity to match cooperating teacher & student teacher	Selection made by school & university District informed Opportunity to match cooperating teacher & student teacher	Selection made by school District informed
Decision Making Process	Individual teachers and/or school leadership	Individual teachers and/or school leadership	School leadership	School leadership and university representatives	School leadership

MODELS	Individual Placements: Centrally managed student teaching placements. Both teachers and universities would make application to District for placement	Small Cluster: Placement of 2 or more student teachers from a university in one school or department	School Center: University(ies) collaborating with school(s) clustered within a building or by geographic location or by programs/ Alternatives	Professional Development School or Professional Practice School: Formalized agreement between the university and school(s) involving shared faculty responsibilities	Teacher Residency Program: Formalized agreement between the university and school(s)/ programs involving shared faculty responsibilities
Professional Development Opportunities for Cooperating Teachers, mentors, or other supporting staff	Incentives: honorarium, professional accounts managed by districts, renewal units, preparation of future teachers, professional growth, personal satisfaction, tuition stipend	Incentives and Collaboration/ Support among cooperating teachers	Incentives and Collaboration/ support among cooperating teachers Opportunities to contribute to student teaching seminars	Incentives Collaboration/ support among cooperating teachers Opportunities to contribute to student teaching seminars Opportunities to teach methods classes	Release time for mentors (.2) Collaboration and support among mentors Opportunities to contribute to on-site classes
Benefits to Districts	Meet individual needs of teachers/ school to work with specific university Control over placement & choice of cooperating teacher.	Meet individual needs of teacher/ school to work w/ specific university Control over placement & choice of cooperating teacher	Extensive collaboration with university Consistency of placement Streamlines placement process	Input into teacher preparation Access to hiring excellent teachers Teaching encouragement programs for high school students	Imbedded professional development model Retention of excellent teachers on accelerated path to achievement of tenure and efficacy
Benefits to Schools, Programs and Faculties	Flexibility to choose how many universities to work with	Placement of optimum number of student teachers at site to avoid overuse of staff	Adjunct faculty opportunities, extensive collaboration with university – invite teachers to student teacher seminars On site courses offered by university faculty Staff development opportunities	University perspectives on committees Sharing of resources Training provided for cooperating teachers On site courses Action research and other classroom based research facilitation Clear communication of goals & expectations	Imbedded professional development for all staff Sharing of resources On-site courses Support network for new staff and mentors Action research and other classroom based research facilitation High caliber new teachers Learning environment that promotes collaboration, inquiry and National Board of Professional Teaching Standards

Section N. Professional Development Centers: Professional Development Centers (PDC) are a collaborative effort of school sites, Minneapolis Public Schools, Minneapolis Federation of Teachers and Teacher Instructional Services to promote teacher quality and enhance student achievement. Professional Development Centers will be located in school sites and may serve individual sites or a cluster of sites. The purpose of Professional Development Centers is to promote continuous, site-based, job-embedded professional development that supports/enriches the skills of staff, parents, students, and the school community. They provide a forum for reflecting on educational reforms, teaching practice, student needs, and family/community involvement.

Professional Development Centers support the Professional Development Process (PDP) by promoting collegiality, trust, collaboration, and time for learning and reflection. They are places where educational staff find support for acquiring new skills and/or improving existing instructional strategies based on best practices reflected in the Minneapolis Standards of Effective Instruction. The centers also engage educational staff in the development of relevant curriculum and materials that support student achievement in a standards-based teaching and learning environment. This allows teachers to select experiences that either build awareness of and/or competency in a subject area(s).

Objectives of the Professional Development Centers:

- Promote the development of professional learning communities among all stakeholders at sites and throughout the district.
- Analyze and use student data to focus the efforts of the PDC in providing meaningful professional development.
- Focus and organize the diverse initiatives and directives that schools must address by working collaborating and cooperatively with others at the site such as the PDP coordinator, staff development team, administrator, etc,
- Align the efforts of the center with the District Improvement Agenda (DIA), the School Improvement Process (SIP), the Professional Development Process (PDP), and the Individual Learning Plans (ILP), Individual Education Plans (IEP), and the Minneapolis Standards of Effective Instruction.
- Heighten professionalism by fostering and maintaining networks where colleagues can explore and exchange teaching ideas, create and improve materials, and collaboratively determine how to improve the school as a workplace.
- Provide access to research relevant to professional needs and assist in transforming the research into practice.
- Encourage research and development of professional practices and their context in order to maintain high professional standards.
- Assist in creating learning environments that support better student learning and achievement.
- Update, expand, enrich, and refine content knowledge and the instructional skills necessary to teach that content.
- Inform staff of district-wide initiatives, policies, and programs.
- Support risk-taking, teacher leadership, and accountability.
- Be accountable for documenting the link between high quality professional development and student achievement
- Model and implement the National Staff Development Council (NSDC) Standards for Staff Development.

Key Features

Professional Development Centers (PDC) share common characteristics.

They have:

- A Professional Development Team that organizes and coordinates the on-site professional development activities the Professional Development Center
- Scheduled time allowing for professional development to occur within the school context throughout the site, e.g., study groups, coaching sessions, action research projects, observations, demonstration teaching by Distinguished Teachers, mentoring, in-services, and so forth.
- A variety of educational activities that are organized by the PDC team.

- Books, journals, videos, and technology available for personal and professional growth.
- Materials and resources on effective teaching practices that meet the needs of all students, e.g., English Second Language Learners/Bilingual Education, Special Education, Gifted Education, Cultural Competency, etc.
- Technology resources for use by the learning community (computers, video cameras, VCR/TV, telephone).
- A central location where learning community may meet to learn about educational best practices, plan the implementation of those practices, and assess the results of the implementation.
- Administration that is supportive of the Professional Development Center Model

Professional Development Center Teams.

Professional Development Center teams should consist of trained and knowledgeable mentors, distinguished teachers, curriculum specialists, master teachers, and staff developers. PDC site coordination and continuity is a key factor for the success and growth of existing and future centers. Therefore, each site should have a PDC team, which includes a full time on site Professional Development Center Coordinator. As each District Professional Development Center is established, a site PDC Coordinator will be selected through a process developed and implemented by Career-In-Teaching. The site and the PDC Steering Committee will be involved in the selection process for the Professional Development Center Coordinator. The PDC team will coordinate and collaborate with the Professional Development Process Coordinator, Staff Development Chair, and others involved in staff development.

District Professional Development Center Steering Committee. The PDC Steering Committee is a representative labor-management committee established by Career-In-Teaching whose role it is to support the development of Professional Development Centers. The committee representatives include one or two PDC team members from each PDC site. The committee meets on a regular basis to receive reports from the centers, discuss ideas to support the school staff and students, participate in training designed to create a professional learning community, make decisions regarding relevant issues.

District Professional Development Center Facilitator. The District Professional Development Center Facilitator supports and promotes the development, implementation and assessment of Minneapolis Professional Development Centers and on-site staff development as guided by the District Professional Development Center Steering Committee. The District PDC Steering Committee establishes the process for selection of the facilitator. The PDC facilitator works collaboratively at the PDC sites to help achieve goals that are aligned with the Strategic Direction for staff development and National Staff Development Council Standards. The PDC facilitator promotes, implements and develops results-based staff/professional development opportunities for the PDC sites, staff and steering committee based on identified needs.

Accountability

The success of the center will be determined by the measures of impact on quality of instruction and student achievement consistent with Tom Guskey's "Five Critical Levels of Professional Development Evaluation

Professional Development Center Site Selection

Sites identified as high need as determined by multiple indicators will become Professional Development Centers and be supported, through Career-In-Teaching Services.

The application process for additional sites that wish to establish a Professional Development Center will be established through Career-In-Teaching Services. Qualifying sites will be asked to respond to questions related to such areas as:

- The process regarding the decision to become a PDC site
- Instructional leadership support systems
- Staff/professional development needs
- Student performance
- Professional Development Process
- Administrator and teacher leadership at the site
- Adequate space and equipment/materials
- Other

Section O. National Board for Professional Teaching Standards (NBPTS)

MPS Belief: The Minneapolis Public Schools acknowledges that professional staff who acquire a National Board Certificate, (NBC) from the National Board for Professional Teaching Standards (NBPTS) will enhance the quality of the district's teaching force. Teachers who wish to acquire National Board Certification (NBC) are encouraged, supported, and rewarded for doing so.

NBPTS Core Propositions: Accomplished teachers are expected to reflect the NBPTS core propositions in their teaching. The foundation for National Board Certification (NBC) is based on the five core propositions that first appear in the National Board's policy statement, *What Teachers Should Know and Be Able to Do*. These propositions define the knowledge, skills, dispositions and commitments that distinguish accomplished teachers:

- Teachers are committed to students and their learning.
- Teachers know the subjects they teach and how to teach them.
- Teachers are responsible for managing and monitoring student learning.
- Teachers think systematically about their practice and learn from experience.
- Teachers are members of learning communities.

Eligibility: To be eligible to apply to become a National Board Certified teacher, a teacher must meet the following NBPTS requirements:

- Have taught a minimum of three (3) years,
- Hold a baccalaureate degree, and
- Hold a valid state teaching license.

National Board Certificates (NBC) Available:

NBPTS currently has 24 certificate areas available. Based on the five core propositions, advanced standards are being set in additional certificate fields. National Board Certification recognizes accomplished teaching throughout the United States. The NBPS certification is valid for a period of ten years and may be renewed.

Support of Candidates Pursuing NBPTS: The application fee of the certification process is approximately \$2,300.00. To assist teachers in meeting the cost of this fee, the district will provide \$850 towards the initial application fee. A federal grant may also be available for those teachers who have taught five (5) years or more. Low interest loans are also available for teachers who wish to borrow the money to pay for the National Board application fee.

Teachers pursuing NBC will be allowed up to five (5) days NBPTS Sabbatical for the purposes of meeting the National Board candidacy requirements. National Board candidates may receive three (3) 2-hour taping sessions provided by District Media Services at no cost to the candidate or the site.

District support groups and professional development seminars are available to provide support and assistance to National Board candidates as they participate in the portfolio and assessment process.

Any Minneapolis Public School professionally licensed teacher who achieves the National Board for Professional Teacher Standards' (NBPTS) National Board Certification (NBC) will advance one lane on the teacher salary schedule. A National Board Certified teacher may apply each year to serve as a demonstration teacher, NBPTS coach, and/or NBPTS staff developer. The NBPTS teacher would then be eligible for a \$1000 stipend or a network-capable laptop computer leased for three years with a one-dollar (\$1) purchase option at the end of that time. Teachers shall be financially responsible for loss, destruction or damage to the laptops and shall maintain them in good working order while on loan. A teacher who terminates employment as a result of resignation, layoff, retirement or discharge shall return a loaned laptop to the District in good working order.

Additional information about National Board Certification may be obtained by calling Professional Development Services.

PDP: During the period of time when a teacher is working towards National Board Certification (NBC), the teacher may use this effort as the goal of the teacher's Professional Development Process plan and teaming efforts.

Section P. Professional Career Continuum: The Minneapolis Public Schools (MPS) and the Minneapolis Federation of Teachers are committed to improving the profession of teaching to ensure that all students experience and achieve a quality education. Research shows that teachers' learning positively impacts student achievement. Improving the teaching profession requires that teachers have opportunities for on-going professional growth, involvement in the decision-sharing process, increased responsibilities and accountability, and time for open communication, collaboration, and reflection. By implementing systemic educational improvement and reform, teachers will be assuming greater responsibility for the success of these efforts. Accordingly, teachers should be given opportunities to develop these professional and leadership skills. The MPS Professional Career Continuum provides these needed opportunities, as well as, incentives that attract new teachers and motivates quality teachers to stay in the profession.

There are currently nineteen categories in the Professional Career Continuum.

They are:

- | | |
|------------------------------------|------------------------------------------------|
| A. Future Teacher | K. Professional Development Center Coordinator |
| B. Student Teacher | L. Career-In-Teaching Mentors |
| C. Intern Teacher | M. Site Teacher on Special Assignment |
| D. Resident Teacher | N. District Teacher on Special Assignment |
| E. Probationary Teacher | O. Distinguished Teacher |
| F. Professional Tenured Teacher | P. National Board Certified Teacher |
| G. Cooperating/Supervising Teacher | Q. Teacher Emeritus |
| H. Student Teacher Coordinator | R. Administrative Intern |
| I. Demonstration Teacher | S. District Program Facilitator |
| J. Site Lead Teacher | T. Master Teachers |

Teachers may be classified in more than one category concurrently.

The following are definitions of each of the categories:

A. Future Teacher: The District and the Union are jointly committed to recruiting, developing, and supporting Minneapolis Public Schools students and non-licensed staff who wish to be trained and licensed as teachers. Through this commitment, the District and Union will work diligently to increase the number and diversity of the teaching staff to be more reflective of the student population. The District and the Union have collaborated with other teacher education partners to establish a multitude of teacher development programs. In addition, students and employees completing these programs will have preference in hiring.

B. Student Teacher: Minneapolis Public Schools provides a wide range of programs, diverse urban schools, and the support of skilled professional practitioners for pre-student and student teachers participating in approved teacher preparation programs from contracting institutions. This pre-service experience is designed to develop, practice, and hone teaching skills; learn how to build relationships with students and families, and to broaden the repertoire of instructional strategies. Student teacher placements shall be assigned through the auspices of the Teacher Development Council and consistent with the five induction models.

C. Intern Teacher: An Intern Teacher is currently enrolled in a graduate program and shall be employed under a contract negotiated between the School Board and the Intern teacher's graduate school and are a part of the Professional Practice School team.

D. Resident Teacher: A resident teacher engages in a voluntary step between student teaching and full-time teaching. Newly licensed teachers who have already completed their student teaching apply and are selected as residents. Resident Teachers are supported by the Minneapolis Federation of Teachers, the Minneapolis Public Schools, and the Board of Teaching in collaboration with teacher education institutions, and engage in a high quality, intensive, on-site induction process.

A Resident Teacher is hired within the scope of MS §122A.68, Subd. 2, licensed, and teaches at a site or program that has established a teacher development program in collaboration with a teacher education institution. They do not replace any current teachers. A resident teacher is a first-year teacher who has received an initial Minnesota teaching license no more than two (2) years prior to applying for a residency and who has fewer than nine (9) months of full-time equivalency teaching experience as a licensed teacher.

Exceptions may be considered in consultation with the district for candidates in high need areas who are participating in approved alternative license programs and/or individuals on track to obtain their license during the resident year. Exceptions will be made on a case by case basis.

Under this provision, the Resident Teacher assignment consists of up to 80 percent teaching time which includes preparation time and 20 percent job-embedded professional development. This professional development time is non-instructional time reserved for the resident teacher to work with the resident mentor, resident coordinator, the New Teacher PSP team, and other staff and residents to improve practice.

Resident Teachers are required to use the program to:

- develop self directed goals to improve instruction and/or classroom management through the Achievement of Tenure Process for New Teachers;
- implement the various reflective activities of the professional development processes such as peer coaching action research, study groups, portfolio development and student feedback. participate in the mentor/mentee relationship as a pro-active and interactive partnership used to guide the resident teacher through professional growth experiences, e.g., to problem-solve issues and to accept constructive feedback in a confidential setting.
- demonstrate that learning is on-going, life-long and that even with experience, teachers must continue to reflect, analyze and improve how they teach;
- engage in the collegial education community to help with their own efforts to improve student success;
- articulate their teaching philosophy, and demonstrate methods consistent with the Standards of Effective Instruction.

A residency program emphasizes professionalism among the staff.

E. Probationary Teacher. A Probationary Teacher is a non-tenured teacher who is within the first three consecutive years of employment by the District. (MS §122A.41) Resident Teachers have this career continuum designation also. It is the responsibility of the probationary teacher to fulfill the requirements of the Achievement of Tenure, which lead to becoming a tenured teacher. (See Article V, Section H)

F. Professional Tenured Teacher. A Professional Teacher is a teacher who has successfully met the criteria for a continuing contract as defined by the teacher's job description, the Minneapolis Standards of Effective Instruction, and the Professional Development Process (PDP). (MS §122A.41)

G. Cooperating/Supervising Teacher. Cooperating/Supervising Teachers share their knowledge and skills with student teachers by modeling, mentoring, coaching, assessing, advising, listening to and reflecting with the student teacher. As an incentive for participation, Cooperating/Supervising Teachers may be eligible for leadership rewards. In addition, Minneapolis teachers may also be adjunct university staff, participate in co-teaching seminars, and, partake of other collaborative instructional opportunities with teacher preparation institutions. During the contract period 2001-2003, a Cooperating/Supervising Teacher screening process will be developed and used to ensure that both the Cooperating Teacher and student teacher enjoy a positive and productive experience.

In exchange for professional services, Minneapolis Public Schools Cooperating/Supervising Teachers will expect to receive stipends directly from the contracting institution of a minimum of \$200 (2001-2002 school year), \$250 (2002-2003 school year) and \$300 (2003-2004 school year), per student teacher per session. Teachers may also receive other rewards/incentives that may include graduate courses in supervision, mentoring, coaching, etc., offered by the contracting institution, as well as, undergraduate courses for teachers' children, contributions to a professional account, purchase of professional books/materials, and/or other recognition.

H. Student Teacher Coordinator. A teacher may be designated as a Student Teacher Coordinator at a site where multiple student teachers from the same teacher preparation institution are assigned. The institution will contract with the student teacher coordinator to place student teachers, maintain contacts, provide instructional seminars and serve as an advisor to the institution.

I. Demonstration Teacher. Demonstration Teachers are highly skilled teachers who have been identified through a labor-management process and have agreed to welcome other teachers to observe their classroom or other professional environments. Requests for demonstration teaching may be made through Career-In-Teaching, Professional Development Services, Teacher Instructional Services and/or a site PDP/PSP team.

J. Site Lead Teacher. A Site Lead Teacher is a teacher who meets the established labor/management criteria for professional leadership, advancement, and growth, while remaining at a site.

K. Professional Development Center Coordinator. As each District Professional Development Center (PDC) is established, a PDC Coordinator will be selected through criteria determined jointly by a labor-management process. The PDC Coordinator serves as a member of the site PDC team and works collaborating with the team and others at the site. PDC Coordinator will be expected to facilitate and coordinate the services of the PDC so that the objectives of the center will be successfully achieved. The position will be full-time with the responsibility of supporting one or more school sites. The PDC team will be responsible for supporting the improvement of teaching and learning at the site.

L. Career-In-Teaching Mentors. Teacher Mentors are selected teachers in Minneapolis Public Schools who have agreed to serve for up to five years within a position/category as mentor teachers and then return to their previous location if a vacancy exists. They are advisors, role models, peers, and highly skilled teachers with successful teaching experience in the Minneapolis Public Schools. Teacher Mentors are committed to setting an example, sharing ideas with others, offering support and encouragement and assisting teachers in locating needed resources. The Career-In-Teaching Panel is responsible for the process of selecting all Teacher Mentors. Sites will be involved in the selection of building mentors.

There are currently five types of Teacher Mentors available to support teacher and learning. These mentors work collaboratively with one another to support teachers/sites.

- **District Mentors:** District Mentors work primarily with probationary teachers in the Achievement of Tenure process at multiple sites. They provide support through facilitating New Teacher PSP meetings, coaching, co-teaching and observing teachers.
- **Professional Development Services (PDS) Mentors:** PDS Mentors work with site Professional Development Process(PDP), Professional Support Process (PSP) and Intensive Assistance Process (IAP) teams to support teachers. They provide direct support through facilitating meetings, coaching and observing teachers, and ensuring appropriate implementation of the PDP/PSP/IAP.
- **Building Mentors:** Building Mentors work primarily with probationary teachers in the Achievement of Tenure process at a particular site. They provide support through facilitating PSP meetings, coaching, co-teaching and observing teachers.
- **Professional Development Center (PDC) Mentors:** PDC Mentors are building-based mentors and work as part of the Professional Development Center Team by providing support to all staff in the building through job-embedded professional development.
- **Resident Mentors:** Resident mentors support resident teachers at an approved residency site or program in their first year and may assist with mentoring of other probationary teachers at the site.

M. Site Teachers on Special Assignment (TOSA). Site Teacher on Special Assignment positions in the Minneapolis Public Schools have evolved to support site-based instructional/educational program needs of students and staff other than a classroom assignment. Site Teachers on Special Assignment are highly qualified professional who have been identified as having high-level skills which fit the unique needs of site TOSA positions.

Specific job descriptions are written to define the duties of all site TOSA assignments and shall be made available to all staff at a site. The job description shall indicate whether the position is for a specific period of time as determined by a site-based decision making process. Sites TOSA's are selected by the site through a standard screening process with representation that includes site teachers who will receive the services. All site TOSA positions that exist for the purpose of supporting teachers and instructional programs shall be members of the teacher bargaining unit. Site TOSA's who have been excessed or who wish to leave the position exercise their rights pursuant to Article XVI, Transfer and Reassignment.

Appointment and Return to Classroom:

- In order to maintain maximum educational stability for students, site TOSA's will be appointed prior to the beginning of the school year. Exceptions to this schedule may be made with the approval of the appropriate Area Office.
- The appointment of site TOSA's will occur at natural breaks in the school year or at a time mutually agreed to by all parties involved.

- Site TOSA's will be eligible to apply for other TOSA positions posted during, or subsequent to their present assignment.
- At the conclusion of the posted designated time period, site TOSA's may return to their most recent assignment at the site in the same licensure area.
- Site TOSA positions are 38-week assignments, which may have additional extended time. Compensation for the extended time may be based on a mutually agreed upon performance-based pay framework.

All site TOSA's will participate in the Professional Development Process (PDP) and receive support and development opportunities. Successful performance will be measured through the PDP using respective job descriptions, the Standards of Effective Instruction, and the Standards of Effective Leadership TOSA's whose positions are funded by grants are also covered by all relevant parts of this article.

N. District Teachers on Special Assignment (TOSA). District Teacher on Special Assignment positions in the Minneapolis Public Schools have evolved to support the unique needs of students and staff district-wide. District TOSA's provide resource services for programs or for a department, development for a cluster of schools or district-wide, or leadership services to one or more schools/programs. District TOSA's whose major responsibility is instructional support, teacher training, and/or curriculum development shall have significant experience in classroom instruction. Unless specified, all district TOSA's will provide delivery of services focused on students and staff support in schools.

District TOSA's are highly qualified professionals who have been identified through an extensive recruiting and screening process as having high-level skills that fit the unique needs of a district TOSA position. Specific job descriptions are written to define the duties of all district TOSA's and shall be made available to district staff. The job description shall indicate whether the position is for a specific period of time.

In addition to representatives from the department/program posting the position, a representative of the CIT Panel, Minneapolis Federation of Teachers, Teacher and Instructional Services, and Human Resources will be involved in reviewing the job description for district TOSA postings. All district TOSA positions that exist for the purpose of supporting teachers and instructional programs shall be members of the teacher bargaining unit.

District TOSA's serve for a maximum of five (5) years in one position. District TOSA's cannot serve beyond a maximum of ten (10) years in any and all District TOSA positions.

District TOSA's who have been excessed or who wish to leave the position exercise their rights pursuant to Article XVI, Transfer and Reassignment.

Appointment and Return to Classroom:

- In order to maintain maximum educational stability for students, district TOSA positions will be appointed prior to the beginning of the school year. Exceptions to this schedule may be made with the approval of the appropriate Area Superintendent or Executive Director.
- The appointment of TOSA's will occur at natural breaks in the school year or at a time mutually agreed to by all parties involved.
- TOSA's will be eligible for other TOSA positions posted during, or subsequent to their present assignment.
- When TOSA positions are reposted in accordance with the rotation policy, the positions will be open to all qualified applicants, including the persons who most recently held the position.
- At the conclusion of the posted designated time period, Teachers on Special Assignment may return to their most recent school if a vacancy exists in the same licensure area.
- TOSA positions are 38-week assignments, which may have additional extended time. Compensation for this extended time may be based on a mutually agreed upon professional pay framework.

District TOSA's whose positions are funded by grants are also covered by all relevant parts of this article. New district TOSA positions that are funded through staff development dollars, must be created in collaboration with the CIT panel.

O. Distinguished Teacher. Teachers who exhibit exemplary professional performance on a continuing basis may be recognized as Distinguished Teachers. Potential Distinguished Teachers have demonstrated the Standards of Effective Instruction at advanced levels and have served as a collaborative staff member and professional role model.

Distinguished Teacher positions shall be funded through the Sabbatical Leave provisions under Article XIII Distinguished Teacher positions shall not exceed the 1% District limit on sabbatical leaves.

The Distinguished Teacher's role, as defined and supported through the Professional Development Center model, is to serve as peer coaches, demonstration teachers, co-teachers, and staff development trainers who design and implement innovative teaching strategies that enhance student learning. They work with other Professional Development Center staff to assess and provide job-embedded staff development.

Distinguished Teachers will be selected through an extensive screening that includes a classroom observation and interview process based on their performance as instructional leaders in their classrooms and their leadership at the site and district level. Each Distinguished Teacher will serve on the instructional leadership team for a Professional Development Center (PDC).

P. Nationally Board Certified Teachers National Board Certification is a symbol of highly accomplished professional excellence in teaching that has been achieved by successfully completing a rigorous National Board of Professional Teaching Standards (NBPTS) assessment process. Offered on a voluntary basis, it complements but does not replace, state licensing. Only licensed teachers who have taught for a minimum of three years may apply to become Nationally Board Certified.

National Board Certification recognizes teachers who effectively enhance student learning and demonstrate the high level of knowledge, skills, dispositions and commitments reflected in the following five core propositions:

- Teachers are committed to students and their learning.
- Teachers know the subjects they teach and how to teach them.
- Teachers are responsible for managing and monitoring student learning.
- Teachers think systematically about their practice and learn from experience.
- Teachers are members of learning communities.

The District and the Union encourage all tenured teachers to actively seek National Board Certification and award all those who achieve certification through the salary schedule and district wide recognition.

Q. Teacher Emeritus. The District and the Union support the retention of our experienced retired teacher cadre. In order to further utilize their educational expertise, the position of Teacher Emeritus was developed. Teachers who have retired from the Minneapolis Public Schools are eligible to apply for Teacher Emeritus positions. Criteria for selection will be based on demonstration of exceptional teaching, and use of best practices in their instruction and mentoring/coaching skills. The Career-In-Teaching and Professional Development Services will administer the selection, induction, and training of teachers in the program and certify a Teacher Emeritus. Teachers will apply for the positions. Sites/programs will select qualified candidates to fit their needs.

Once a retired teacher has met the established criteria and been selected through a joint labor-management process, they may provide the following services:

- specialized teaching and mentoring where students have received inadequate instruction and need intensive teaching to regain lost learning time.
- tutoring services to small groups of students support teachers as part-time CIT mentors
- specialized courses requiring only a few sections in the master schedule at middle and high schools
- other professional services as deemed essential to the success of a school or program.

A teacher would contract with a site, program, or CIT to provide the services. The schedule would be variable based on the needs of the site. The teacher and site would determine schedules, duration of the services, and the total individualized compensation/benefits package within the defined parameters set by the District.

A Teacher Emeritus may not permanently fill an active teacher contract position.

R. Administrative Interns. In order to accelerate the recruitment and development of teacher leaders to become administrators who act as site instructional leaders, the Professional Leadership Team will establish a Minneapolis Public Schools leadership development model for Administrative Interns. Criteria for selection, skill competencies, and sequence of experiences for Administrative Interns will be included in the model. Administrative Interns are members of the teacher bargaining unit.

S. District Program Facilitator. The District Program Facilitator position is a teacher serving in a department/program leadership position in the Minneapolis Public Schools. This position has evolved in response to administrative, departmental and programmatic responsibilities designed to support the unique needs of students and/or staff. District Program Facilitators are selected through an extensive recruiting process for existing, experienced staff and a rigorous screening process, which will ensure that the individual's expertise matches a unique position. District Program Facilitators whose major responsibility is leadership of departments/programs that provide instructional support, teacher training, and/or curriculum development need to have significant experience in classroom instruction and demonstrated leadership skills. Unless specified, all District Program Facilitators will provide delivery of services focused on students and staff support in schools. District program Facilitator positions are not subject to the Teacher On Special Assignment rotation schedule.

T. Master Teachers. Master Teachers are highly skilled teachers that will be identified through a labor-management process.

Section Q. Council for Educator Development. The Council for Educator Development is a collaborative effort of the Minneapolis Federation of Teachers and the Minneapolis Public Schools. The focus of the council is professional and staff development for future and current educational staff.

Purposes:

- Facilitating Professional and staff development goal setting, planning and prioritizing;
- Establishing program policies consistent with the DIA, SIP's, Twelve Point Plan, National Staff Development Council (NSDC) Standards, MFT Contract and Legislation;
- Coordinating of professional and staff development activities district-wide, including representation on the Calendar Committee;
- Communicating among all district professional and staff development facilitators;
- Assessing instructional staff practices on student achievement;
- Overseeing all professional development, spending, and reporting;
- And modeling the development of professional learning communities.

The council shall include representatives from all facets of professional and staff development district wide. The following members represent established programs, committees or groups:

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ◦ TIS/Staff Development ◦ Minneapolis Federation of Teachers ◦ Minneapolis Principals' Forum ◦ Professional Development Services ◦ Staff Development Advisory Committee ◦ Mentor Services ◦ Professional Development Centers ◦ Multicultural Education ◦ Curriculum Support Teacher/Standards/Grants ◦ Teacher Development Programs | <ul style="list-style-type: none"> ◦ Employee Effectiveness ◦ Leadership Development ◦ Professional Practice School/Residency Program ◦ ESL/Bilingual Program ◦ Special Education/Reading/OCR ◦ Title I ◦ MPS Area/Grade Level Offices ◦ Research, Evaluation, and Assessment |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The council will elect co-chairs, one of whom must be a teacher. The Staff Development Director will convene and facilitate the meetings. The council will meet quarterly. In the event that a representative is unable to attend a meeting, that group will send an alternate.

This article shall not be subject to the grievance procedure.

Addendum:

Finding Time for the Professional Development Process:

Successful professional development and reflection requires dedicated time throughout the year. The following is a list of possible ideas for finding time:

1. Use a cadre of reserve teachers who rotate around the building releasing teams of teachers or coaching partners for an hour or two. A grid can be constructed of the time periods in use (a day or two or three) on

which teachers sign up for a reserve teacher to come into their classrooms. If the time requested by a teacher is backed up to a prep time, this gives the teacher a two-hour block. At some schools, they have asked the reserve teachers to come prepared with a favorite lesson (storytelling, singing, science or math activities, creative dramatics, a fun art project, etc.) and act as guest teacher. This frees the teacher from having to prepare for the reserve. If this process is done several times throughout the year, it can add 6-8 hours or more of time for observing, coaching, teaming, etc., and it's relatively inexpensive.

2. Alternate staff meetings with PDP team meetings or have one day a month designated for PDP meetings only.
3. Include conversations about School Improvement Plan (SIP) goals and PDP efforts in all grade level or department level meetings. It can be done by simply making the connections throughout the discussion. (How does this support our work on our goals?) Five minutes here and there can keep plans and goals in focus.
4. Have the principal(s) visit each classroom for 30-40 minutes and talk with the students about how everything is going. The teacher can leave during this visit to do PDP activities. This gives the principal a great chance to hear from the students but also to emphasize school expectations.
5. Use prep times once or twice a month. Since the PDP work is about the work you are already doing, then using a prep for PDP is supportive of your classroom efforts.
6. Hold a study group/PDP team meeting after school once a month for 1-2 hours. Bring treats. Vary the meeting place each time by having it in each other's classrooms or offices. Share ideas about teaching, reaching students, planning, involving parents, time management, implementing the standards, or whatever is of need or interest to the group. You could focus on an area over several meetings or change the subject of discussion each time.
7. Use part of a staff development release day for PDP activities.
8. Add a day or two during the summer for full staff PDP work. Use staff development dollars or grant monies to pay stipends or compensate the time during the year.
9. Share students to release a teammate for a half or full day. Spread students from one classroom among other classrooms (could be at same grade or different grade levels) so a teacher could be released for a day. Older students could mentor younger ones...large group activities could be done for a day...parent volunteers could come to help, etc.
10. Hold PDP team meetings simultaneously in your media center or lunchroom. Have principal(s) move around the room (just like teachers do with cooperative groups) to listen in on various team discussions and be available for comment. This allows the principal to touch base with many teams at one time.
11. Cut back on the number of overall meetings you are holding at your site. Decide what activities or committees could be combined or eliminated or postponed. Are there other ways to accomplish what you want besides having a meeting or committee?
12. Get organized and prioritize. Being organized creates efficiency, which frees up time. There are many resources available for helping with organization. Do what works for you. Don't force yourself to use someone else's system if you don't like it.
13. What teaching practices can you eliminate or update? We are often bogged down with correcting papers. What are other ways to accomplish this overload? Can students self-correct? Group correct (small cooperative groups)? Teaching students to critique and assess their work is a valuable teaching tool. Feedback is more immediate for the student and it gives the teacher more time for creating lessons. Papers can still be collected and reviewed or looked at while the in-class correcting is taking place. Students reading each other's essays or deciphering math problems, critiquing a project, etc., is an excellent way to reinforce learning, while helping students feel more responsible and included. This will take some training within the classroom but works great once in place.
14. Use volunteers to help with one-to-one tutoring. Many retirees are looking for regular volunteer opportunities. Getting someone to come each week or a couple times each week, even if just to read aloud with students can help ease a teacher's burden.

ARTICLE VI. STUDENT BEHAVIOR/DISCIPLINE

Preamble: Schools must be safe, and perceived to be safe places to support the necessary climate for learning. Staff, community, parents and students alike need to hear, discuss and understand the district's discipline and harassment policies and the accompanying potential consequences for students. The Minneapolis Public Schools has a standard of zero tolerance of violence in all of our schools.

Staff, community, parents and students will work together to strengthen those factors that encourage nonviolent behaviors and to provide sound interventions for those members of the school community that choose to use inappropriate behaviors. A school working to establish a nonviolent culture will examine all aspects of the school day and the total environment.

Some of the factors that strengthen and support positive behavior include recognizing diversity among students and designing curriculum, instruction and assessments that address the needs of each student. Schools will use data from the current research concerning positive youth development to identify and implement strategies that promote opportunities for youth to gain and practice the social, emotional, and cognitive skills necessary to choose positive behaviors, such as mediation and conflict resolution.

Staff, parents and students will seek understanding of the causes of discipline problems. Understanding the causes of inappropriate or violent behavior can be the first step in establishing and maintaining discipline in the school.

The system will provide staff development opportunities to enhance staffs' skills and abilities to develop prevention strategies for the school and classroom. Educational opportunities will be made available to staff and families to enable them to identify relevant issues concerning non-violence and to link them to existing prevention and intervention efforts.

The district's discipline policy will be consistently implemented with special attention given to violent behavior and possession of weapons.

Sound interventions for students using inappropriate or violent behavior must include both educational opportunities and consequences. Effective programs will include a variety of diagnostic procedures and educational options along a continuum culminating in intensive district services with ample education for students to relearn and choose new behaviors.

Services and programs must be made available to support the victims of bullying, harassment, intimidation and/or inappropriate violent sexual behavior or who have had their personal property damaged or destroyed by others, when this is done within the context of prejudicial or biased actions based on the victim's status as it relates to race, ethnicity, national origin, gender, religion, disability and/or sexual and affectional orientation.

The Minneapolis Public Schools will continue its goal to identify internal and external resources and target these resources to effectively address the need to create cultures in each of its sites in which all members expect and demonstrate respect and nonviolent behavior in all aspects of their school life. The District Behavior Committee is charged with the responsibility to review all district policies relating to student discipline and to make recommendations to the Superintendent, the Executive Leadership Team and the Professional Leadership Team regarding policy.

Issues of safety affect both student achievement and community trust. Schools must be safe, and perceived to be safe places to support the necessary climate for learning. Goals under this strategic issue:

- A. Aggressively enforce the District's Discipline Policy and communicate it to all District stakeholders and support its reinforcement.
- B. Work cooperatively with the city to assure safe neighborhoods in order to support school safety and violence prevention programs, and continue the District's Safe Communities, Schools and Violence Prevention program.
- C. Provide educational opportunities for staff, families and students to identify concerns about safety in schools and neighborhoods and link them to existing prevention and intervention efforts.
- D. Work with the media to promote positive actions and alternatives to violence, and to stop identifying the locations of violent incidents in relation to schools when they are not connected.

- E. Work with the police to establish better relationships between police and school age children.
- F. Continue the initiative to increase consistency in security and crisis management including the design of District crisis management plans as well as crisis plans at each site.
- G. Expect all schools to develop building behavior plans as part of their School Improvement Plan.

Section A. Behavior Plans: At each site, teachers, administrators, parents and students (when age appropriate) will design and implement a student behavior plan which will address meeting the social/emotional needs of its students. The behavior plan will reflect the current "Student Fair Dismissal Law" and be part of the School Improvement Plan, and, as such, will be reviewed each year by the Area Superintendents for appropriate scope and implementation.

The rights of students to a quality education shall be protected in all cases. The rights of employees and students to a safe education/working environment shall be ensured, as well as the expectation that their personal property will not be damaged or destroyed.

Within the bounds defined by the data privacy laws, information about students with violent behaviors will be shared with teachers.

The behavior plan to promote positive behavior, prevent negative behavior, and intervene with applied discipline shall be evaluated each year as part of the normal review of the School Improvement Plan. This goal addresses the issues of safety and their effect on student achievement and community trust.

The Behavior Plan will provide:

- A. Strategies which will promote positive student behaviors;
- B. Strategies which will address prevention of inappropriate behaviors;
- C. Information on training opportunities for teachers on the promotion of positive student behavior and crisis management.
- D. Strategies for intervention and discipline which will include:
 1. A process for a teacher to temporarily remove from the classroom any student who, in the teacher's opinion, is exhibiting violent behavior or causing serious disruption of the educational process. This step will immediately initiate a informal/formal assessment process as appropriate to determine the circumstances of the behavior.
 2. A process for returning the student to the classroom after appropriate interventions and discipline have been determined. This process will be facilitated by accessing appropriate support and intervention resources for disruptive students as quickly as possible.
 3. A process to refer students to site, district, or other alternative programs after intervention and discipline strategies have been attempted. If the behavior is so violent or involves the possession or use of a weapon, then the plan will follow the District's expulsion policy and procedures.
 4. A plan to provide support, services, and/or programs to student and staff victims of violence.
 5. A process by which a teacher, who receives students who are administratively transferred from another Minneapolis Public School due to behavioral issues, will receive appropriate, timely background information, including prior intervention strategies.
 6. A process for assessing and identifying elements of inappropriate behavior(s) which include biased or prejudicial acts against an individual or group based on their status as it relates to national origin, race, ethnicity, gender, religion, disability, or sexual and affectional orientation, to determine the appropriate consequence.

For those sites that are not able independently to design or implement such a plan, a team comprised of union representatives and representatives from the Area Superintendents will assist that site with the development of a plan.

Section B. District Responsibility for Teacher Safety: The following measures shall be taken to ensure the safety of teachers, as well as other staff and students.

1. To help ensure the safety and wellbeing of students and staff, and for teachers to be best prepared to effectively and successfully interact with students, teachers must be informed of their student's academic and behavioral histories. Therefore, teachers who will have direct interactions with or supervision of a student shall be informed of the behavioral history of the student if the behavioral history includes any violent or threatening behaviors toward self, other students or staff for which the student has received a consequence within the current or previous school year.
2. Middle and high school students who have been involved in violent assaultive behavior, as defined by offenses listed under the headings "Weapon" or "Assault" in the Minneapolis Public Schools Citywide Discipline Policy (5200A), against students or adults shall be considered for an alternative program appropriate to the student's behavioral needs and shall not be returned to the classroom where the violent assaultive behavior occurred.
3. Middle and high school students who have been involved in legally chargeable (according to state, county or city law) violent assaultive behavior, as defined by offenses listed under the headings "Weapon" or "Assault" in the Minneapolis Public Schools Citywide Discipline Policy (5200A), against students or adults shall be considered for an alternative program appropriate to the student's behavioral needs and shall not be returned to the school site where the legally chargeable violent assaultive behavior occurred.
4. Applications for transfers to the Minneapolis Public Schools submitted by students who live in other school districts shall not be approved when such students have records of violent assaultive behavior, have been expelled from another district, and/or have a criminal record resulting from assault or other forms of violence.

Section C. Teachers' Right to Cooperation and Respect: Understanding that teaching and learning are necessary parts of the educational process, and understanding that teachers have a professional and ethical responsibility to be cooperative and respectful toward students in that process, it is reasonable to expect that students shall also have a responsibility to treat their teachers, as well as other school staff, with cooperation and respect. Students subject to discipline for defiance, disrespect and or verbal abuse of staff shall upon a third offense participate in an intervention for anger and/or behavior management. At this time, such interventions include, but are not limited to the following:

1. Behavior Skills Development fostering an internalization of the consequences of their choices and increasing the students' repertoire of behavior strategies to help make better choices for themselves in the future.
2. Alternative-to-Suspension Centers.
3. Mediation or Restorative Justice programming.
4. Active Social Service or Therapy referrals with after care follow-up.
5. Community Service

Section D. Assaults on Teachers

In the event a teacher is physically assaulted by a student, the following procedure shall occur:

1. The teachers will fill out an Incident Report and a First Report of Injury within twenty-four (24) hours.
2. The teacher will share reports with the principal or supervisor. In discussing the report with the principal or supervisor, the teacher may have a union representative present at the meeting if she/he wishes to have one. If requested, the union will inform the teacher of her/his rights under the law in connection with assaults and assist the teacher by acting in an advisory capacity.
3. The teacher will file a police report and request a copy of it.
4. The teacher will be informed by the principal or supervisor of the specific actions taken to resolve the concern.

5. The principal or supervisor shall obtain statements in a timely fashion from any employees or others who observed the incident.
6. The Human Resources Department will assist the teacher in determining eligibility for benefits and reimbursement.

In the event a teacher receives a verbal, written, physical, or terrorist threat, the teacher will:

1. Report the incident to her/his principal or supervisor.
2. Receive a report from the principal or supervisor of the specific actions taken in response to the report.

Upon receipt of a written report from a teacher, the principal or supervisor shall report to her/his District supervisor and to the District Safety Coordinator each case of assault suffered by the teacher in connection with her/his employment in which personal injury or property damage occurs.

As set forth in Article XI, Personal Injury/Property Benefits, Section C, a reasonable loss of time resulting from an assault on a teacher by a student, parent, or other individual that occurs while the teacher is engaged in the performance of her/his duties shall not be deducted from her/his unused sick leave, provided the teacher has filed the District's Incident Report form and/or police report.

These are the required forms that must be completed by the teacher at the site:

- Incident Report
- Worker's Compensation First Report of Injury
- Police Report

A copy of the Incident Report should also be given by the teacher to the Minneapolis Federation of Teachers.

This article shall not be subject to the grievance procedure.

ARTICLE VII. BASIC SCHEDULES AND RATES OF PAY

Section A. Salary: Schedule: Teachers shall be paid in accordance with the salary schedule adopted by the Board of Education. The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in Schedule A and shall be a part of this Agreement for the period July 1, 2001, through June 30, 2002, and Schedule B shall be part of this Agreement for the period July 1, 2002, through June 30, 2003.

Section B. Relationship of Continuing Contract: The salary schedules are a part of a teacher's continuing contract as outlined in this Agreement.

Section C. Increments: Guidance counselors, social workers, and others paid on the teachers' basic salary schedule whose employment begins prior to the regular start of the school year shall be granted increments and be placed on the new salary schedule at the time their employment commences for the school year in accordance with the dates noted on the salary schedules.

Section D. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the salary schedule:

Subd. 1. Initial Placement: To insure that teachers new to the District are granted full credit for prior teaching experience and academic preparation and correct lane and step placement on the salary schedule, effective, July 1, 1990 and thereafter, teachers shall be given written notice of this provision and Article VII, Basic Schedules and Rates of Pay, and Article VIII, Other assignment, Work, and Salary Schedules at their initial date of employment.

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.

Subd. 2. Prior Experience: Experience earned in the ten (10) year period prior to employment shall be credited at the rate of one year of credit for each year of teaching experience. For the purpose of giving this credit the following shall apply:

1. To be given consideration for experience credit, a teacher must have been eligible for a regular teaching license under Minnesota regulations in force at that time.
2. One complete semester of teaching in any one academic year in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than one semester.
3. One full year of half-time teaching in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than half-time.
4. The District shall match the salary of teachers from other districts or private schools to the nearest comparable step and lane placement, not to exceed the highest step in the lane.

Experience earned before the ten-year period prior to employment shall be credited at the rate of one year of credit for each two full years of teaching experience. Teaching experience of less than a year shall be disregarded. A half-year of computed credit shall be treated as a full year.

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.

Persons hired without a valid Minnesota teaching license for positions for which a valid Minnesota teaching license is required shall be placed at step one on the salary schedule lane appropriate to their educational credentials until an appropriate, valid Minnesota teaching license is placed on file with the District. In order to progress on the salary schedule, such persons shall provide evidence of reasonable progress toward an appropriate, valid Minnesota teaching license. Upon filing an appropriate, valid Minnesota teaching license, the teacher shall be placed on the step and lane appropriate to teaching experience in the District and applicable prior experience.

Subd. 3. Lane Placement and Reclassification: Teachers are encouraged to continuously improve their professional skills and knowledge through coursework and other professional development activities which enhance their instructional skills and help them meet the needs of the students they teach. Request for reclassification may be made at any time the teacher completes the required work. All requests must be accompanied by appropriate certification:

- A certified transcript from an accredited training institution showing credits earned and credit hours completed and degree granted, if any,
- A certificate of professional growth units for Minneapolis Public School Academy (MPS-U) professional development for which completion of training, observation of implementation and documentation of use of student data have been validated.
- A copy of the National Board Certificate (NBC) or a recognized equivalent national certificate as agreed upon by the Union and the District.

Certification must be submitted with the lane change request form to the Human Resources department for evaluation. When determining lane placement and reclassification, credits earned shall be converted, when necessary, and calculated as quarter credits.

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 nor extend prior to the date of the confirmation of the degree or credits.

Additional Credits: All accredited college and university credits, and professional growth units 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.

Montessori Credits: For purposes of this Article only, a teacher who successfully completes a training program in a school accredited by the American Montessori Society or International Montessori Association shall receive (1) one quarter credit for each thirteen (13) classroom contact hours of instruction received without regard to college or university credits assigned by the training institution.

PDP Credits: Teachers may earn one (1) professional growth unit for PDP work per year upon demonstration of ten (10) or more hours of PDP as stipulated in Article V, Section I, PDP Relicensure Credits.

The Human Resources department will not be responsible for making interpretations of transcripts without a written specific request.

Subd. 4. Allowance for Experience: Credit shall be allowed for teaching experience that has been acquired after the applicant has been fully licensed as a teacher. Teaching experience in the Peace Corps shall be given credit at the same rate as other teaching experience. Applicants for vocational teaching may meet this requirement by substitution of equivalents. The amount of credit given for experience will be included in the established salary schedule. No more than one year experience can be credited for any twelve month period of employment.

Subd. 5. Credit for Trade Experience for Teachers of Vocational Subjects: In order to qualify trade, business, or professional experience shall be evaluated according to the following provisions: five years of acceptable trade experience at the journeyman level, or its equivalent, in the field in which she/he is teaching, or one who has had four years of combined supervisory experience and/or accredited college training or post high school training at a recognized trade school.

Additional trade experience, which is not used to satisfy the minimum requirement, shall be credited as teaching experience. Each year of experience as a foreman or lead man shall be counted as equivalent to a year of teaching experience. Other trade experience shall be counted on the basis of two years in the trade for one year of teaching experience.

Instruction in a technical college, trade school or experience in which a major portion of time was given to organized instruction in an appropriate field shall be considered as teaching experience.

The lane placement will be made by the Human Resources Department up to BA+60. The teacher cannot move beyond the BA+60 lane until they have earned an MA degree except by earning a National Board Certificate as a tenured teacher, if available in the teaching field.

Teachers who have had credit for trade, business, or professional experience correctly computed under provisions in effect at time of employment, shall not have such credit recomputed.

Subd. 6. Credit for Military Experience: Military service shall be credited in lieu of teaching experience if the teacher completed her/his teacher training and met the Minnesota requirements for teaching before entering military service. The total amount of military service for which credit will be given shall not exceed four (4) years. A year of military service is considered to be twelve (12) calendar months computed from the date of induction to the date of general discharge. A fractional year of eight (8) months or more shall be counted as a full year. Teachers who have had, or could have had, credit for military service computed under military service credit provisions in effect prior to July 1, 1981, shall not have such credit recomputed.

Subd. 7. Credit for Nursery School/Pre-K Teaching Experience: Lead teacher experience in a nursery school /pre-K program generally will be given full credit.

Subd. 8. Credit for Experience Granted to School Social Workers: Social Workers hired by Minneapolis Public Schools must be fully licensed as a School Social Worker. School Social Workers receive credit for experience in child guidance clinics, private family casework agencies, private children's casework agencies, public aid to dependent children's divisions, or public county child welfare divisions, depending on the Social Worker's eligibility for licensure at the time of the experience. Experience in other agencies may be considered as credit for experience. The training the individual had at the time of experience, the type of supervision that was given on the job, and the rating of the agency, as well as a description of the services performed by the person while employed by this agency, will be evaluated.

Subd. 9. Credit for Experience as an Educational Assistant: Beginning the 1998-99 school year, teachers hired with previous experience earned in employment within the Minneapolis Public Schools as an Educational Assistant, Associate Educator, Special Education Assistant, Child Care Worker, Child Development Technician, or Bilingual Program Assistant, and whose work directly supported student instruction through contact with students and families shall be credited at the rate of one (1) year credit for each two (2) full years of employment in the district up to a maximum of five (5) years credit provided this experience is gained in the preceding ten (10) years.

Subd. 10. Annual Increments: The present salary schedule provides for annual increments 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.

Section E. Retirement Early Notification Bonus:

Teachers who plan to retire at the end of the 2001-2002 and 2002-2003 school year who submit their non-rescindable resignation no later than three (3) weeks prior to the first teacher bidding session of that school year shall receive an early notification bonus of \$1,500. Teachers who plan to retire at the end of the school year who submit their non rescindable resignation no later than three (3) weeks prior to the second teacher bidding session of that school year shall receive an early notification bonus of \$1,000.

In general, the following eligibility rules apply:

For basic members of the MTRFA, that is, teachers hired after July 1, 1978: (a) 30 years of service in the Minneapolis Public Schools regardless of age; or (b) age 60, or (c) age 50 with 7 years MTRFA service credit for a reduced pension.

For coordinated members of the MTRFA, that is, teachers hired after July 1, 1978: (a) age 65, irrespective of years of service or (b) age 55 with 3 years of MTRFA service credit for a reduced pension. However, teachers hired before July 1, 1989 are covered by the rule of 90, that is, years of service plus age is greater than or equal to 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 F. Salary Administration: Teacher personnel whose service assignment is 38 weeks (192 days) may select a 21 or 26 payday option. If the teacher does not select an option, the teacher shall be paid on the 26 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.

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 G. Payroll Cycle: All checks shall be on a bi-weekly basis reflecting the teacher's 21 or 26 payday option. The Payroll Department shall distribute the listing of the proposed days of the paydays to all teachers prior to the close of the preceding school year.

Section H. Cooperating Teachers: Payment for cooperating teacher service is included on the teacher's biweekly check shortly after remuneration for the service is made by the cooperating institution to the Board of Education*.

Section I. Demonstration Teaching: Payment for college demonstration lessons and for demonstration lessons for teachers in service is included on the teacher's biweekly check shortly after remuneration for the service is made by the cooperating institution to the Board of Education.*

Section J. Career Increments: Having reached step 15 on the salary schedule, the teacher shall receive \$1,000 added to step 11 in the teacher's current lane. Having reached step 20 on the salary schedule, the teacher shall receive \$1,500 added to the 15th step of the teacher's current lane placement. Having reached step 25 on the salary schedule, the teacher shall receive an additional \$1,500 added to the 20th step of the teacher's current lane placement. Having reached step 30 on the salary schedule, the teacher shall receive an additional \$1,000 added to the 25th step of the teacher's current lane placement.

Effective July 1, 1990 and thereafter, credit on the salary schedule for the 25th step on the BA+60 lane (VIa) shall be the same as the 25th step of the MA+15 Lane (VIb).

Section K. National Board Certification: Any professionally licensed teacher in the Minneapolis Public Schools who achieves National Board Certification (NBC) or a recognized equivalent national certification as agreed upon by the Union and the District (see memorandum of agreement Third Party Billing) will qualify for the next lane on the teacher salary schedule.

Section L. Resident Teachers:

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

Section M. Mentor Teachers:

1. Mentor teachers shall be paid at their regular rate of pay on the teacher salary schedule, and be paid for extended time and for a professional account. The CIT program shall be charged the average salary as a school site for the CIT FTE's.
2. 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, Achievement of Tenure, District PSP, District PDP, and new teacher support sessions. Mentor extended time includes summer responsibilities for planning and preparation.
3. Mentor teachers shall receive a professional account stipend of \$5000 per year during the Mentor appointment only, in addition to their established salary. A portion of full-time mentor's professional account, proportional to a part-time mentor's assignment, shall be paid to that part-time mentor.

* Usually these checks are sent to the Board of Education after the close of the college quarters or semesters.

Section N. Hourly Staff Development: Teachers as defined in this Agreement shall be paid, with the expectation of successful completion, for a pre-approved number of hours, at the Hourly Staff Development Rate for active participation in work-related and staff development activities outside the teacher's defined day 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; and distance learning.

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 in the teacher's Professional Development Plan includes, but is not limited to, action research, classroom coaching, and teaming.

Teachers shall be paid at this rate for each full hour of time outside the defined school day 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.

Teachers obtaining required staff development via distance learning (online) shall be compensated at a rate of one hour of hourly staff development pay for every pre-approved hour spent engaged online with the required distance learning. Time requirement expectations shall be equivalent to time requirement expectations for distance learning courses delivered under the auspices of Minnesota teacher preparation and development programs, e.g., ten (10) hours of online engagement for one (1) quarter credit of university distance learning.

Such hourly staff development payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

Section O. Staff Development Stipend: Teachers as defined in this Agreement shall be paid for a pre-approved number of hours, 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 the defined school day 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.

Such staff development stipend payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

Section P. Hourly Leadership: Teachers as defined in this Agreement shall be paid for a pre-approved number of hours, 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 the duty day. Regardless of when the teachers present the staff development, they shall receive one (1) additional hour at the Hourly Leadership Rate for every one (1) hour of preparation as reported up to one (1) hour of preparation for every one (1) hour of presentation. Furthermore, teachers shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes spent presenting or preparing such activities.

Such hourly leadership payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

Section Q. Hourly Pro-rated Rate: Teachers shall be compensated at the Hourly Pro-rated Rate of pay for work performed for student instructional time outside the regular day and year, such as summer school and extended day/year teachers. Such teachers are paid at their current step and lane placement computed to an hourly rate.

To compute the Hourly Pro-rate Rate, divide the teacher's current annual salary* by the teacher duty days (192); that result is further divided by the hours in the teachers' defined duty day less 30 minute duty free lunch (7.25 hr.). Furthermore, teachers shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes worked.

* Summer school rates are calculated based on the annual teacher pay earned in the school year immediately preceding the summer session and the same rate remains in effect throughout that session.

Section R. Hourly Flat Rate: 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 (Article VIII, Section B; Schedule "D"), and for work performed beyond the teacher's defined day not otherwise defined in this Agreement.

Teachers shall be paid at this rate for each full hour of time outside the defined school day during which they participate in approved activities. In addition, they shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes worked.

ARTICLE VIII. OTHER ASSIGNMENT, WORK, AND SALARY SCHEDULES

The implementation of high curriculum standards across all Minneapolis Public Schools and the requirement to pass state graduation tests set high standards for what students must learn. Students are expected to know more and be able to do it better. They need to develop increased levels of higher-order thinking skills and knowledge as well as mastering basic skills in reading, math, and writing.

Adjustments in the use of instructional time become a significant variable to assist students in meeting these higher standards. Creative use of both instructional time during the regular school day and the addition of extended instructional time for students beyond the school day are needed.

One approach is to extend the student calendar and school day for regular programs. Extending either the days or hours per day could accelerate student learning. There are many examples of extended day programs already implemented across the Minneapolis Public Schools. After-school and before-school learning programs, instruction on non-session days such as vacation days, release days, and Saturdays are a few. The increase across all sites in summer programming already extends the school year for many students.

An equally important modification of students' schedules is changing learning time into more efficient blocks of instructional time during the day. Studies show that greater stability and longer relationships with teachers are significant factors in learning. Increasing the time a student spends with individual teachers during their academic year is seen as beneficial. Four-period days in high schools, focused reading blocks in elementary schools, core instructional times in elementary and middle schools are changes in the daily schedules. The Minneapolis Public schools and other districts are finding that these modifications significantly impact student learning.

Changes in the traditional yearly grade schedule for students are being challenged. Extending the time a student has with a teacher across years allows relationships to deepen. Students and their families can experience greater stability while the parents and teachers can build a greater understanding of each other's expectations. Multi-age grouping, age bands, looping (teacher stays with groups of students for two (2) or more years), and year-round educational programs are adjustments being explored because of their potential impact on student learning.

These innovations in the use of instructional time may challenge existing terms of employment. The following principles are provided to guide planning and decision-making for use of time by students and staff outside the regular contract.

Principles for Determining Assignments, Work, and Salary Schedules Outside Regular Contract.

Extended time schedules will increase student achievement and support teaming goals of students by:

- building upon existing relationships between teachers and students, and their families,
- supporting the continuous learning of a student's regular educational programs,
- aligning instruction with District learning standards;

Acceptance of an assignment by a teacher to deliver instruction or student activity that is beyond the regular contracted schedule for a site is strictly voluntary on the part of the teacher. This includes extended learning time, student activities and programs, athletic, intramural, and elementary student activities.

Training for procedures to conduct an application and interviewing process will be provided by the District and the Minneapolis Federation of Teachers.

Assignment Process and Pay Rates. All student activities and programs, athletic, intramural, elementary student activity and extended-time program assignments and pay agreements must be in writing and made using a process approved by the site team in advance. The process should include an application process, written expectations/qualifications/desired skills, and agreed upon feedback process from students, families, and staff, training procedure for interviewing members/teams, for reduction of staff, and for a non-selection feedback process. This applies to all activities whether or not the rate of pay is listed on Schedules "C", "D", "E", or "F".

The extended learning time, student activities, and programs including academic, culture, service, leadership, intramural and recreational sports activities, are not part of the regular mandatory teaching assignment. Therefore, no tenure rights are attached, pursuant to the Teacher Tenure Act, 122A.41 and the termination of those assignments is not subject to grievance arbitration.

Section A. Extra-Assignment Pay: The provisions of Section A. apply only to the co-curricular, intramural and elementary student activities programs. The section does not apply to the Athletic Program unless specified.

Subd. 1. Extra-Assignment Activities: The goal of co-curriculum, intramural and elementary student activity programs is to provide school sponsored activities to all students who wish to participate in the program. The number and kind of intramural, co-curricular and elementary student activities shall be determined by the site. In determining which assignments shall be approved, the site shall consider the following guides:

1. Extent of student and parent involvement in planning.
2. Participation rate of students.
3. Enhancement and reinforcement of student learning and alignment with site and District Learning Standards.
4. Degree to which activity connects participating students with their lives outside of school.
5. Extent to which students and families have equitable access to high quality programs.

Subd. 2. Salary Administration: When the following activities are offered, they shall be compensated at the specified rate of pay. Coaches and Coordinators undertaking activities listed in Schedule “D” shall be compensated as follows:

- Preparation and supervision of students at the hourly rate of pay
- Participation with students in half day or evening events at \$85
- Participation with students in full day events at \$175

If a coach or coordinator must be absent from school to fulfill requirements of the activity during the student day, the site shall provide a reserve teacher. Registration/participation fees and transportation shall be the responsibility of the site. Coaches or coordinators shall not draw Student Activities compensation for time spent supervising portions of activities conducted during the student day.

Section B. Extended-Time Program Assignments: This section applies to any designated extended learning time programs beyond the defined duty day for teachers wherein learning activities are an extension of a student’s regular program. Extended learning time programs are those that increase the student’s learning experience by extending the regular schedule day, week and/or year in which the student voluntarily attends.

The rate of pay for an extended learning time program activity is determined by the alignment of its instruction to the regular instructional program and whether the source or funding is based on the student’s voluntary participation or is required by state rule.

Assignments Beyond the Defined Teacher Duty Day at a Site

Type of Assignment	Definition	Source of Funding	Pay Rate
1. COORDINATION:	Teachers provide coordination of specifically assigned leadership responsibilities for extended-time programs beyond their regular job assignment.	All Sources	Leadership Rate (Schedule “G”)
2. DIRECT INSTRUCTION:	Teachers provide designated extended learning time programs beyond the defined duty day for teachers where learning activities are an extension of a student’s regular program, e.g., credit make-up; summer school; after school basic skills programs.	All Sources	Teachers are paid on their current step and lane placement hourly rate (Article VII, Section Q)
3. ENHANCED LEARNING:	Teachers provide instructional services that enhance learning and broaden the experiences of students, e.g., student activities and programs such as Chess Club, Math Masters.	Funding is provided by grants, community programs, third party sources, or on a pay for service basis	Hourly Flat Rate (Schedule “G”) Student Activities (Schedule “D”) or teacher negotiated rate

Section C. Other Salary Schedules: The salary schedule for Reserve Teachers, Driver Education Teachers, Resident Teachers, Mentor Teachers, Lock &Locker Managers, Elementary School Patrol Coordinators, Hourly Flat Rate, Leadership Rate and Staff Development Rate are reflected in schedules "E", "F", and "G" and shall be a part of this agreement.

Section D. Additional Employment:

Subd. 1. Remuneration: Remuneration for additional employment for all personnel paid on the teachers' salary schedule who are assigned to newly-established positions shall be based on the Hourly Flat Rate as adopted by the Board of Education for that portion of their assignment beyond 38 weeks. The length of the work day for additional employment assignments shall be similar to that of the regularly required work day for teachers unless otherwise specified. The Minneapolis Federation of Teachers shall be notified of such newly-established positions.

Subd. 2. General Provisions: Nothing in this regulation or accompanying schedules shall be interpreted as applying to:

- a. faculty meetings, parent/student/teacher organization meetings, individual parent and teacher conferences, or similar professional responsibilities;
- b. duties of a general nature assumed for school parties limited to students in the school, banquets, baccalaureate, commencement, and community-sponsored clubs.

Teachers with co-curricular assignments will assume their proportionate share of responsibility for these activities.

Subd. 3. Limited Hours: Employees of the Minneapolis Public Schools who are assigned additional employment are limited to not more than 15 hours per week of additional employment to be paid by the Board of Education. In order to reserve the major part of each teacher's time and energy for classroom instruction and in order to achieve greater equality in the distribution of class and extra-class loads, no person shall be overloaded with extra-class assignments. Progress should be made in each school toward the following limitations:

- a. no person shall have two continuing assignments that run concurrently;
- b. continuing assignments made to any one person over the normal load shall not exceed the equivalent of two head coaching assignments; and,
- c. each school will be responsible for progress in the direction of equalization and appropriate distribution of assignments and shall report to the appropriate superintendent each case where these recommended limitations are not being observed and the reason for the same.

Section E. Hourly Rate Teachers

Subd. 1. Assignments: No new 16-17-18-19-hour per week assignments will be permitted. Teachers may be assigned fifteen (15) hours per week or less, but no benefits will be provided, except as indicated in Subd. 2 and 3 of this Article. Exceptions may be permitted for special program needs as approved by the Superintendent.

Subd. 2. Retirement Benefits: Hourly rate teachers who are employed during the regular school year shall be eligible for membership in the Minneapolis Teachers' Retirement Fund Association pension plan.

Subd. 3. Paid Sick Leave: Hourly rate teachers who are employed fifteen (15) hours per week or fewer than twenty (20) hours per week shall receive six (6) days of paid sick leave each school year and shall be permitted to carry forward the unused portion of sick leave without limit.

Subd. 4. Release Day Meetings: Hourly rate teachers who are employed twenty (20) hours or more per week shall be paid for hours equal to their regular work day to attend release day meetings if requested/required by the site.

Subd. 5. Legal Holidays: Hourly rate teachers who are assigned to twenty (20) hours per week or more during the regular school year shall be paid for legal holidays as defined in Article II, Section B, of the contract, provided the legal holidays occur on their scheduled duty days.

Subd. 6. Student-Release Days: Hourly rate teachers shall be paid for student-release days if they work on release days as authorized by the principal or supervisor.

Subd. 7. Schedule of Pay: Hourly rate teachers shall be paid as reported on bi-weekly basis.

Subd. 8. Personal Leave With Pay: Hourly rate teachers who are employed fifteen (15) hours or more per week shall be permitted to use three (3) days for personal leave with pay each school year under Article XII, Section E, Personal Leave, of the contract.

Subd. 9. Use of Sick Leave: Effective 1989-90, teachers granted less than 0.5 contracts, who worked at the hourly rate in 1988-89 and henceforth, may use sick leave accumulated while working at the hourly rate. Contract teachers who work less than 0.5 do not accrue sick leave.

Subd. 10. Benefits: Hourly rate teachers employed twenty (20) hours per week or more during the regular school year shall be eligible for all benefits provided to regular contract teachers.

Success For All Tutors: The success for all whole school program requires the staffing of licensed teachers at those schools to serve in tutoring positions for individual students as an integral part of the program design.

Subd. 1. The limited, part-time tutoring serviced can be appropriately obtained through the employment of retired Minneapolis Public School teachers and other licensed teachers. Tutors who are hired will work individually with 8 to 11 students on a one-on-one basis for sessions of 20 minutes, the time of the sessions to be determined by the individual school; and,

Subd. 2. The defined work week for tutors who are hired shall not exceed 13.5 hours for tutors who are not retired Minneapolis Public School teachers, nor shall the work year exceed 68 days for the tutors who are at those schools.

Subd. 3. Tutors shall be paid at the rate of \$15 per hour without benefits.

Subd. 4. All tutors shall undergo the standard hiring process and that they shall receive appropriate training in the Success For All program and shall work under the direction of the Success For All facilitator who is a licensed teacher.

Subd. 5. No tenure or continuing rights shall accrue to any of the tutors who are hired and subsequently employed.

Teaching Associates for Direct Instruction: The District and the Union are also interested in developing a pool of licensed, potential teachers skilled in reading and math instruction for future vacancies. To this end, the Minneapolis Public Schools may contract with vendor(s) who agree to build capacity at sites by providing full training and continuous development of teachers employed by or assigned to the vendor and of other teachers requesting training at the site. Vendors will further agree to transfer all commercial equipment and materials used to the sites upon termination of the contract.

Teachers employed by or assigned to the vendor will be:

- Identified as a Teaching Associate of Direct Instruction licensed to teach in Minnesota.
- Represented by the Minneapolis Federation of Teachers.
- Required to meet all pre-employment conditions of the Minneapolis Public Schools, including its diversity emphasis.
- Supervised by a site administrator and Professional Development Process Team that will include a representative of the vendor.
- Expected to share responsibilities required of other teachers at the site.
- Reassigned or discharged as deemed appropriate by the District.

Teachers will be paid at the hourly rate of \$15 per hour.

Early Childhood Testers, Assessors, Evaluators: Retired or part-time teachers shall be used as Early Childhood Testers. They will be trained on standardized assessment procedures and will provide individual assessments for students in kindergarten through second grades. Early Childhood Testers will be paid at the hourly rate of \$15 per hour.

Homebound Teachers: The purpose of Homebound Instructional Service teachers is to provide ill or injured learners, K-12, with as normalized an educational experience as possible in order to maintain academic progress and to facilitate a successful transition back to school as quickly as possible.

Teachers are assigned to work with students in grades 1-12 one hour per daily student absence and will be paid at the flat hourly rate of \$25 per hour.

ARTICLE IX. RESERVE TEACHERS

Reserve teachers are members of the teacher bargaining unit. Reserve teachers have rights to representation in the negotiation and the administration of this article and pay Schedule "E" of this contract, and Minnesota statutes applicable to their employment with the District through Local 59.

Section A. Incentive Options To Reduce Use of Reserve Teachers:

Subd. 1. To reduce voluntary absences, each teacher who has no personal illness, family illness, or personal leave with and without pay absences during the school year may choose:

- a. to add the equivalent of one (1) sick leave day to the teacher's total sick leave hours; or
- b. to have the District contribute the amount equivalent to one (1) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan; or

Further, the District and the Union will study and determine site reduction priorities with the following considerations.

- a. Sites will use teacher attendance as one of the qualifiers for performance award grants.
- b. The Reserve Teacher Task Force will develop a proposal providing site incentives for reduction of reserve teachers to the District Superintendent and the MFT president by Spring, 2000. This Task Force will study data from MPS Pilot Attendance Sites and other existing whole school staff attendance programs.

Subd. 2. As defined in Article II, Section A, Length of the Teacher's Day, #5, an alternative time option within teams/sites for classroom teachers who fill in for teachers absent for professional or staff development leaves of absence may be provided. This alternative time shall be used in accordance with the procedures outlined.

Section B. Reserve Teacher Cadre: The District may contact reserve teachers in accordance with the following:

Subd. 1. Cadre teachers agree to work whenever and wherever assigned on a daily basis.

Subd. 2. The District agrees to provide at least eighty-five (85) work days for each Cadre teacher per school year.

Subd. 3. Each Cadre teacher shall receive \$130 per day for the duration of this contract agreement.

Subd. 4. Minneapolis Public Schools will purchase low cost single medical coverage for Cadre Reserve Teachers. Cadre Reserve Teachers will have the option of paying the additional cost for MEDICA Choice and/or family medical coverage.

Subd. 5. Access to teacher staff development opportunities after school, on release days, and weekends shall be provided whenever possible to Cadre teachers.

Subd. 6. Cadre teachers will receive feedback on their performance from the principal or site supervisor and the teachers at the school and site. A copy of the performance feedback will be given to the Cadre teacher and the Human Resources Department by the principal or supervisor.

Section C. Long-Call Reserve Teacher:

Subd. 1. The pay for the long-call reserve teachers shall be \$2500 per month for the duration of this contract agreement.

Subd. 2. Access to purchase employee-only health insurance for the duration of the long-call reserve assignment shall be provided if the long-call reserve assignment is for at least one (1) semester (90 days) or more and the long-call reserve teacher enrolls within the first thirty (3) 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.

Subd. 3. 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

Subd. 4. Each long-call reserve teacher shall also be provided the performance feedback as defined in Section B, Subd. 6.

Subd. 5. Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for every 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.

Section D. Short-Call Reserve Teacher:

Subd. 1. Pay scale by number of days worked:	2001-03
1 to 20 days	\$110 per day
21 to 40 days	\$115 per day
41 plus days	\$120 per day

Subd. 2. Short-call reserve teachers shall also be provided the performance feedback as defined in Section B, Subd. 6.

Subd 3. Building Reserves assigned to the same building for three (3) or more consecutive years shall be permitted ten (10) days of sick leave per year beginning the third consecutive year.

Such sick leave shall not be cumulative and shall be assigned at the beginning of the school year. A change in the building reserve teacher’s assignment shall result in the loss of any remaining sick leave days and building reserve teachers terminating employment with the Minneapolis Public Schools shall be required to reimburse the Minneapolis Public Schools for sick leave days taken but not earned. Unused sick leave days shall carry over to the teachers sick leave account upon being hired as a contract teacher under this Agreement.

Provisions in Subd. 3 shall remain in effect for the term of this contract only.

Section E. Building Reserve Teachers:

Subd. 1. Building reserve teachers shall be assigned to schools on a need basis in the following ratios:

Every Senior High School.....	2 Building Reserves
Every Middle School.....	2 Building Reserves
Every K-8 school with over 450 students.....	2 Building Reserves
Every K-8 school with over 200 and-fewer than 450 students	1 Building Reserve
Every elementary school with over 200 students.....	1 Building Reserve
Every cluster of one (1) two (2) or more elementary or.....	1 Building Reserve
secondary programs that reach 200 students	

Subd. 2. The pay shall be at the short-call daily rate.

Subd. 3. The building reserve shall report to the same school or cluster every day during the school year to fill the first reported vacancy.

Subd. 4. The building reserve must be assigned to the first vacancy in the school before any other reserve teacher may be used.

Subd. 5. Building reserve teachers shall also be provided the performance feedback as defined in Section B, Subd. 6.

Subd. 6. Building reserve teachers have the option of purchasing single or family coverage for medical benefits, and schools have the option of making a contribution towards single coverage or paying the full cost.

Subd. 7. Building reserve teachers who are reassigned to a site other than their regularly assigned site shall receive a \$10 per day stipend for every day of such relocation.

Section. F. Building Plan for Support and Coverage: Each school and program will develop a plan indicating:

1. Strategies to be implemented that develop and enhance a supportive climate for reserve teachers at the school or site;

2. The options for emergency coverage whenever a reserve teacher is unavailable for an absence that provides coverage of students in accordance with Article II, Section A, Item 5 of this contract agreement.
3. Procedures to cover Special Education Assistant (SEA) absences to ensure continuation of student services and safety in addition to avoiding missed preparation periods for special education teachers.

This plan for coverage will assure that, teachers who are assigned to cover the absence are assigned on an equally rotating basis across discipline and licensure areas to the extent possible. This strategy for coverage will be used before any students are reassigned to one (1) or more classrooms.

A copy of the site's current plan will be on file with the Human Resources Department.

Section G. Site Support for Reserve Teachers: All staff are responsible for the success of students in Minneapolis, and reserve teachers are valued members of the District. Therefore, staff at each site will be designated to welcome all reserves, provide materials and information as needed, and provide support during the day to ensure the success of the reserve teacher.

In addition, all staff members have a responsibility to support the reserve teachers at their site and should:

- Encourage teachers who are going to be absent to contact a colleague regarding lesson plans and specific areas of concern.
- Support reserve teachers to have a successful teaching day
- Develop a system for colleagues to support and mentor reserve teachers.
- Inform reserve teachers of classroom and site expectations.
- Provide suggestions for a successful day for students.
- Demonstrate to reserve teachers-that they are valued members of the, site staff.
- Use reserve teacher feedback to improve site support

Sites will use these and other methods to provide support to the reserve teacher to ensure continuity of student instruction and high standards of academic excellence.

Section H. Reserve Teacher Training: The Minneapolis Public Schools and the Minneapolis Federation of Teachers are committed to providing quality reserve teachers to work with our students. Accordingly, new reserve teachers will be required to attend an orientation session that will provide an overview of the district and its policies. Furthermore, new reserve teachers are encouraged to attend district training in reading, math, cultural competency, and classroom management to improve their practice.

Section I. District Reserve Teacher Coordinator: The District Reserve Teacher Coordinator will coordinate new reserve teacher training in reading, math, cultural competency, and classroom management. This coordination will include informational mailings, securing trainers and facilities, and developing and providing materials as well as participating as a trainer in these sessions. The District Reserve Teacher Coordinator will also offer support sessions for new and current reserves and will provide additional training an mentoring as needed.

Section. J. District Reserve Teacher Task Force: A labor/management District Reserve Teacher Task Force will meet regularly to review issues of recruitment, training, assignment, technology to facilitate, and others relating to reserve teachers and reducing teacher absence. Membership on the committee shall be equally representative of and appointed by the District and the Union, including reserve teachers.

Section. K. Hiring for Contract Positions:

Subd. 1 Priority: All fully licensed reserve teachers who are interested in a contract teaching position are encouraged to submit an application to be entered into the applicant pool. Reserve teachers can increase their chances of being referred to sites for interviewing by submitting at least two (2) recent recommendations from current district teachers and at least one (1) from a current district principal. These letters should be submitted to the office of the Director of Human Resources with a cover letter requesting priority consideration for

interviews. Reserve teachers will not be selected for interviews if there is a pattern of reports of unsatisfactory performance on file with Human Resources.

If a reserve teacher is hired as a contracted teacher, District professional development hours as approved by Union U, TIS or Career-in-Teaching will be counted toward the requirements for Achievement of Tenure Year One.

Section L. Release of Reserve Teachers:

As valued members of the District, reserve teachers are responsible for providing continuity of student instruction, maintaining the safety of students in a respectful environment, and working collaboratively with district staff. Principals are encouraged to submit written reports if reserve teachers are not meeting these responsibilities. The reserve teacher will be informed in writing of such letters by Human Resources, and shall then have 10 working days in which to respond in writing prior to such letters being placed in the reserve teacher's file. Such notification and response shall become part of the reserve teacher's file.

A reserve teacher may be released from employment for the following reasons:

- ◆ A pattern of written reports of unsatisfactory performance on file with Human Resources.
- ◆ Evidence of actions in direct violation of district policies.
- ◆ No current license on file with Human Resources.

A written notice of release from employment will be sent to the reserve teacher. The reserve teacher may submit a letter of rebuttal within 10 working days to Human Resources. This letter will be reviewed and placed in the reserve teacher's file.

ARTICLE X. GROUP BENEFITS

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 Schedules A, B or the Hourly Flat Rate Pay Schedule.

- a. BASIC ELIGIBILITY. The teacher must have a 0.5 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 XIII may participate in group insurance benefits subject to Section A, Subd. 3c.
- e. TEACHERS ON LAYOFF. Teachers who are laid off may continue coverage at the teachers' own expense as provided by federal and state continuation coverage laws. Teachers who are laid off may not continue disability insurance coverage.

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

- a. HEALTH COVERAGE. The teacher must enroll to receive health plan coverage. Teachers may enroll in employee only or dependent coverage.
 1. CONTRIBUTION- TEACHER ONLY. The District shall pay the full cost of employee only coverage. Teachers enrolled in employee only health plan coverage, who select the health insurance plan with the low cost premium for employee only coverage shall receive a \$500 District payment to the teacher's Flexible Spending Account (Subd, 4. d.). Teachers with employee only coverage, who select a health plan that is not the low cost plan shall have the \$500 employer contribution to the teacher's Flexible Spending Account reduced by the annual cost difference between the selected health plan and the low cost health plan.
 2. CONTRIBUTION-DEPENDENT. For the 2001-2002 school year, the District shall contribute an additional \$1,500 toward the cost of dependent coverage. Beginning 2002-2003, the District shall contribute an additional \$2,000 annually toward the cost of dependent coverage. The teacher shall pay the difference between the District contribution and the total cost of the family health plan coverage.
 3. CONTRIBUTION-MARRIED COUPLE. Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers. The District shall contribute an additional \$1,500 and beginning 2002-2003, an additional \$2,000 annually toward the cost of family health plan coverage.
 4. CONTRIBUTION-DOMESTIC PARTNER. Effective September 1, 1994, domestic partners employed by the District shall be credited with the teachers only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both teachers. The District shall contribute an additional \$1,500 and, beginning 2002-2003, an additional \$2,000 annually toward the cost of family health plan coverage.
- b. LIFE INSURANCE.
 1. BASIC LIFE INSURANCE. Insurance eligible teachers are automatically enrolled for \$50,000 (plus Accidental Death and Dismemberment of \$50,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.
 2. SUPPLEMENTAL LIFE. Insurance eligible teachers may purchase additional life insurance in \$10,000 increments up to \$100,000 in coverage. Evidence of good health is not required for supplemental life if applied for during the first 30 days of employment.

- c. **DENTAL INSURANCE.** Insurance eligible teachers are automatically enrolled for district paid single dental plan coverage. The teacher must enroll to receive family dental plan coverage.
 - 1. **CONTRIBUTION- 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 dependant coverage. The teacher shall pay the difference between the District contribution and the total cost of the family dental plan coverage.
 - 3. **CONTRIBUTION-MARRIED COUPLE.** Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers.
 - 4. **CONTRIBUTION-DOMESTIC PARTNER.** Domestic partners employed by the District shall be credited with the teachers-only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee-only contribution from both teachers.
- d. **DISABILITY INSURANCE.** Insurance-eligible teachers are automatically enrolled for District paid disability insurance. The disability insurance plan replaces 60% of monthly earnings. The maximum monthly benefit for teachers who become disabled on the first of the month following the 1999-2001 contract ratification is \$3,500 (\$42,000 annual maximum benefit, maximum salary \$70,000). There is a 90 consecutive work day elimination period before benefits begin. The disability insurance benefits are coordinated with MTRFA and social security benefits.
- e. **LONG TERM CARE BENEFIT.** The Labor/Management Benefits Committee shall determine which Long-Term Care Insurance Group Plan coverage to offer to teachers by March 2000. Eligibility will be determined by the Plan provider. Eligible teachers shall have the option to participate in the plan on a voluntary basis. beginning fall, 2000. Any payments to the Plan provider will not be made on a before-tax basis; however, teachers may choose to have amounts deducted from their after-tax earnings and submitted to the Plan provider on their behalf.

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

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

Subd. 4. Before-Tax Benefits:

- a. **INSURANCE DEDUCTIONS.** Premiums deducted from the teacher's check to pay for health or dental insurance coverage are automatically taken on a before-tax basis, unless the teacher has indicated otherwise in writing to the Employee Benefit Office. The premiums paid by the teacher, if any, are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension

deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.

- b. **DEPENDENT CARE ASSISTANCE PLAN.** A teacher may designate an amount per year, from earnings on which there will be no federal income tax withholding, for dependent care assistance (as defined in Section 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 as amended from time to time). The amounts in the account may be used to reimburse the teacher for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension deductions will be based on gross earnings.
- d. **FSA HEALTH INSURANCE ACCOUNT.** Beginning January 1, 2003, the District shall make an annual payment of up to \$500 per eligible teacher (see Section D) to the teacher's Flexible Spending Account as defined in Section 125 of the IRS Code. The amounts in the account are used to reimburse the teacher for medical expenses or can be returned to the teacher at the end of the year, but not both. The returned amount will be subject to taxation.

Section B. Retiree Premium Reimbursement: The District shall make an annual payment of up to the amount indicated in the accompanying table for the year of retirement annually to the retiree's Minnesota State Retirement System(MSRS) post-retirement health savings account for those who meet the eligibility requirements in Subd. 1. This payment is to reimburse retirees for medically-related expenses, including health insurance premiums through payments from their MSRS account. The retiree must provide satisfactory evidence of allowable medical expenses to the MSRS before the payment will be transferred from the MSRS account. Payments from the account may be transferred electronically. Teachers who show evidence that they are covered by a spouse's medical insurance may be able to opt out of the MSRS health savings account, pending IRS ruling. Any balance in the account at the teacher's death will go to named beneficiaries.

This is a no tax paid in, no tax paid out account, i.e., no taxes are paid on monies going in or leaving the account.

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

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

- a. The teacher retired under the 1983-85, and subsequent contracts as referenced in the table contained in this section.
- b. The teacher retired from the Minneapolis Public Schools at least age 55 with 10 or more years of service credited by the Minneapolis Teachers' Retirement Fund Association, or any age with 30 years of service credited by the Minneapolis Teachers' Retirement Fund Association.
- c. The teacher retired from a position in Minneapolis Public Schools and was eligible for insurance benefits at the time of retirement.
- d. The teacher has not reached Medicare eligibility.

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

Retirement Date	Annual Amount
July 1, 1983 to June 30, 1985	\$600
July 1, 1985 to June 30, 1987	\$600
July 1, 1987 to June 30, 1989	\$600
July 1, 1989 to June 30, 1991	\$600
July 1, 1991 to June 30, 1993	\$600
Jan 1, 1992 to June 30, 1992*	\$1,550
July 1, 1993 to Mar 25, 1994	\$600

Retirement Date	Annual Amount
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, 2002	\$3,000
July 1, 2002 to June 30, 2003	\$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 MS §179A.20, Subd. 2a that requires that this benefit must be incorporated in future labor agreements in order for the benefit to continue.

Section C. Retiree Insurance:

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

Premium Payment: Retired teachers shall pay the total premium plan plus the additional two percent administrative fee charged under COBRA. The cost of retirees' health insurance, dental insurance, and long term care insurance premiums may be reimbursed from their post-retirement health savings account. Teachers who pay for COBRA benefits through MSRS will not be charged the 2% administrative fee.

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

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

The District and the Labor/Management Benefits Committee shall establish an unbundled 403(b) plan. The unbundled 403(b) plan may contain 401(a), 401(k) and other eligible components, including a "window" to the stock market. Participants' initial enrollment in the plan will occur beginning October 2002 and the plan will be effective January 1, 2003. In connection with the establishment and continuation of the plan, the District and the Labor/Management Benefits Committee shall design the plan, select the plan's administrative and investment providers, be the exclusive manager of the plan's communications with employees, and be responsible for ongoing monitoring of the plan's investments and all administrative services provided to the plan.

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

Effective January 1, 2002, 457 & 403(b) limits are as follows:

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

Employer Contributions:

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

If a teacher's individual contract is signed after December 1, the teacher will not be eligible for the District Annual Match Payment until the following school year.

A teacher who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to deferred compensation under this Section.

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

All of the following must be met.

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

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

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

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

d. of this article for the FSA Health Insurance Premium Account.

Eligibility Requirements:

- a. Teachers must be eligible for insurance and enrolled for employee-only health plan coverage or life insurance only coverage. Additionally, the teacher's name must appear on the November coverage roster of teachers with single coverage or the coverage roster of employees enrolled for life insurance only.
- b. In the case of married teachers employed by the District, the teacher carrying the family health plan coverage is not eligible for the payment. The teacher not carrying the health plan coverage is eligible to enroll and receive the District payment.
- c. Teachers on unpaid leave when the employee only health plan coverage payment is made in March, who are otherwise eligible for the payment under this Article, will be eligible for immediate payment to their deferred compensation account upon returning to paid status.

Section E. Career Transition Trust

Subd. 1. Definition of Plan:

- a. Effective July 1, 1994 and thereafter, teachers who meet the eligibility requirements may participate in the Career Transition Trust by converting the allowable number of accrued sick days, at 100% of their daily rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403(b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list, or after October 1, 2002, the Minneapolis Public Schools unbundled 403(b) plan. 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 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.
- 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. A, Subd. 4.b.1 and Sec. B of this article.

^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.

- 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 the CTT. The maximum Career Transition Trust benefit for teachers hired after July 1, 1994 and thereafter, shall be fixed at \$30,000 beginning 2001-2002 and \$33,000 beginning, 2002-2003 except as defined in Subd. 1.e.
- e. Teachers who continue to accrue sick leave may raise their tier cap to \$36,000 beginning 2001-2002 and to a \$40,000 cap beginning 2002-2003 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 3.
- 3. Teachers must enroll annually to participate in the Career Transition Trust.
- 4. To be eligible for a one-time-only option to convert accrued sick leave, as provided in Subd. 4.a.2.a of this Article, the teacher must be beginning the seventh (7th), eighth (8th), or ninth (9th) year of service and have a sick leave balance in their account of at least fifty (50) days 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 1 day for every 2 days of parenting leave when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
- 6. Effective July 1, 1999 and thereafter, teachers using sick leave days for religious observances under Article XIII, Section E, Subd. 1.d., shall not have their sick leave conversion account balance reduced when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
- 7. Teachers who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual balance.

b. Deposit of Benefit:

- 1. Payment to the State of Minnesota Deferred Compensation Plan (457) or 403(b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list shall be made in March of each year the teacher is eligible and elects to participate in accordance with the provisions contained in Article X, Section D.
- 2. The 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)
<u>145</u>	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 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 to 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.

b. 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 B. 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 \$30,000 beginning 2001-2002 and \$33,000 beginning 2002-2003.
 - 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 \$36,000 beginning 2001-2002, and \$40,000 beginning 2002-2003
3. Teachers not able to reach the maximum cap for their tier at retirement by converting allowable sick leave days may convert any remaining accrued sick leave days at 50% of their daily rate of pay up to the maximum cap for which they were eligible at the time of their retirement. The teacher may elect to have all or part of the payment placed into the teacher's account with the State of Minnesota Deferred Compensation Plan (457) or 403(b) Plan through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list, or after October 1, 2002, the Minneapolis Public Schools unbundled 403(b) plan, 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 the Career Transition Trust, shall have a benefit not to exceed the amount of accrued sick leave times half of their daily rate of pay at the time of separation from service with the Minneapolis Public Schools.

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

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

Section G. Wellness Pay. Teachers hired as defined in this Agreement July 1, 1994 and thereafter, including reappointed teachers, are eligible only for the Career Transition Trust plan to the maximum extent they are able to participate in the CTT. Teachers retiring in spring/summer 2002 shall vote to determine if wellness payments will be in cash or be deposited in the retiree's Post Retirement Health Care Savings Plan account. The result of the vote shall be binding on the whole group. The vote shall be conducted jointly by the Union and the District. Teachers retiring 2003 and thereafter who do not elect to participate in the Career Transition Trust or are unable to cash in all unused sick leave days shall, at the time of separation from service with the Minneapolis Public Schools, have fifty (50) percent of their unused sick leave at their daily rate of pay provided they are 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 Systems (MSRS) Post Retirement Health Care Savings Plan.

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.

For example:

- a. A teacher's paycheck shows 768 unused sick leave hours.
- b. The teacher converted 112 hours to \$4,328.66 for Career Transition Trust from 1994 through 2001 retirement date.
- c. The teacher's daily rate of pay was \$324.20 (The daily rate of pay equals the annual salary divided by 192 duty days. For a teacher who retires in June 2001 with 30 years service and a BA + 60 credits or MA + 15 credits, the annual salary is \$62,247.
 $62,247/192 = 324.20$)
- d. 768 Balance of unused sick leave hours
- e. 112 Plus Career Transition Trust hours used 1994 through retirement date
- f. 880 Total sick leave hours (768 + 112)
- g. 110 Divide by 8 to equal unused sick leave days (880/8)
- h. 55 Divide by 2 to equal 50% of unused sick leave days (110/2)
- i. \$17,831.00 Multiply 50% of unused sick leave days by daily rate of pay (55 x\$324.20)
- j. \$4,328.66 Subtract Career Transition Trust dollars paid 1994 through retirement date.
- k. \$13,502.34 Total Wellness amount (17,831.00-4,328.66)

In the event a teacher dies before all or a portion of the wellness pay has been disbursed, the balance due shall be paid to the beneficiary named for the basic life insurance coverage in Article XII, Section A, Subd. 2.b.

The wellness pay shall be disbursed to the teacher's named beneficiary or estate in the event the teacher dies before her/his separation from the school district.

Section H. Sick Leave for Fitness. The Minneapolis Public Schools and the Minneapolis Federation of Teachers 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 worksite 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 staff. Activities may include promotions, activities, classes and/or competitions sponsored by District health services, employee assistance plan, District/MFT 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 years of continuous service in Minneapolis Public Schools or an accumulated sick leave balance of at least 30 days may cash in one, two, or three 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 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 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 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 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 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. Neither accessory items (e.g., book holders, water bottle holders, bike racks, custom bike components) nor clothing items (e.g., running shoes) are 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 excluded.
- f. Recreational activities and lessons such as dancing, bowling, and horseback riding are excluded 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. Food purchased in conjunction with a weight loss program is not eligible.

Subd. 4. Claim Processing

- a. SLF is a reimbursement program. Employees incur expenses and submit claims to Human Resources Benefits Department. Claims per employee per year cannot exceed the equivalent of three days and cannot be for less than the equivalent of one day.
- b. Claims for reimbursement must be submitted to Employee Benefits Department.
- c. 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.
- d. To qualify for reimbursement, teachers must be actively on the payroll at the time the expense was incurred
- e. 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, ban statement showing the debit, or health club statement showing the credit, are all allowable. Copies of documentation are acceptable.
- f. 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%.
- g. Teachers will be reimbursed for full-day increments only.

Any claim submitted after the last day of the last payroll period of a year will be charged against the next year's allotment of days.

Section I. Wellness Coordinator

The District wellness goals are outlined in a Wellness Improvement Agenda that supports and is aligned with the District Improvement Agenda. The District agrees to maintain and update the Wellness Improvement Agenda through the District Labor/Management Committee. This agenda will be implemented by:

- a. The Human Resources Department staffing a Teacher on Special Assignment position as a Wellness Coordinator for staff to be selected collaboratively by the Minneapolis Federation of Teachers and the Administrator for Employee Effectiveness in Human Resources;
- b. The Wellness Coordinator working as a collaborative partner and integral part of the District Steering Committee on Health;
- c. Ascertaining and reporting the status of wellness strides and activities currently in the District;
- d. Interacting and/or collaborating with other large employers to determine the extent to which they promote wellness;
- e. Developing and presenting recommendations on wellness for employees in the District, for the Superintendent, and for the Union.

The District wellness goals will include, but 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 bargaining 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 staff at worksites;

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

Section K. Perfect Attendance

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

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

Section L. Retirement Early Notification Bonus:

Teachers who submit their non-rescindable notice of retirement, and who then retire at the end of the 2001-2002 or 2002-2003 school year shall be paid \$1,500 for notifying the District by a specified date in March of 2002 and 2003 or \$1,000 for notifying the District by a specified date in April of 2002 and 2003.

In general, the following eligibility rules apply:

- For basic members of the MTRFA, that is, teachers hired before July 1, 1978: (a) 30 years of service in the Minneapolis Public Schools regardless of age; or (b) age 60, or (c) age 50 with 7 years MTRFA service credit for a reduced pension.
- For coordinated members of the MTRFA, that is, teachers hired after July 1, 1978: (a) age 65, irrespective of years of service of (b) age 55 with 3 years of MTRFA service credit for a reduced pension. However, teachers hired before July 1, 1989 are covered by the rule of 90, that is, years of service plus age is greater than or equal to 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 M. 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 Minneapolis Public Schools 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 out of five 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 Minneapolis Public Schools and Minneapolis Federation of Teachers shall communicate special education scholarship/licensure opportunities.

Section N. 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 Employee Benefits Office.

ARTICLE XI. PERSONAL INJURY/PROPERTY BENEFITS

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

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

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

Section D. Worker Compensation Benefits: A reasonable loss of time, not to exceed 52 weeks, resulting from an injury due to an assault on a teacher by a student, parent 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. In such cases, the District shall pay the difference between the teacher's worker's compensation benefits, or other benefits being received by the teacher, and the salary they would otherwise be receiving as a teacher. In the event that worker's compensation denies the teacher's claim, the District shall reimburse the teacher, upon clearing the claim, for sick leave that may have been used while the claim was under consideration or in dispute.

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.

ARTICLE XII. LEAVES OF ABSENCE

Section A. General: A leave of absence for a period not to exceed one (1) school year may be granted to tenured teachers 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 Sections G, Subd. 2, 4 and 5, long-term disability, and teacher mobility pursuant to MS §122A.46. Teachers released to teach in dependent schools service may be granted a leave of absence for two (2) years. No credit for an annual increment shall be granted to teachers on an unpaid leave under the provisions of this article except as indicated for military, Peace Corps/VISTA, organizational and public service leaves.

A leave of absence is a teacher absence of eleven (11) or more consecutive duty days, paid or unpaid. All requests for, extensions of, changes to, and returns from leaves of absence shall be submitted on the appropriate form to the Human Resources Department. Such applications are not considered to be approved until reviewed and authorized by the Human Resources Department.

Eligibility for a Leave of Absence:

- Teacher must have been employed as a teacher by the Minneapolis Public Schools for at least one (1) year and have worked at least 1,250 hours over the previous twelve (12) months to be eligible for leave under the Family Medical Leave Act (FMLA)(see Sec. B). FMLA covered leaves may be taken for up to twelve (12) weeks. The purpose of an FMLA covered leave is to take care of yourself or an immediate family member in the case of a serious illness, child care leave, medical leave, foster care leave, etc.
- Medical documentation shall be required for all medical leaves, and relevant documents may be required for other leaves.
- Only teachers who are tenured are eligible for sabbatical leave, organizational leave, mobility leave (MS §122A.46), study leave, and personal leave.
- Only teachers who have five (5) years of service as a teacher in the Minneapolis Public Schools and ten (10) years vested in a Minnesota retirement fund are eligible for a mobility leave. A mobility leave may be approved for at least three (3) and no more than five (5) years.
- Except for military and child care leaves and the leave portion of a job share, no leave of absence may be approved for a probationary teacher for more than three (3) months unless deemed advisable by the Human Resources Department.
- A leave of absence, including an FMLA covered leave, taken during the probationary period will extend the probationary period by a number of duty days of the leave of absence.

Guide to Leaves Sections:

Section B	Family Medical Leave Act	Subd. 1.	Leave for School Purposes
Section C	Wellness Pay Leaves	Subd. 2.	Professional Improvement
Subd. 1.	Sick Leave	Subd. 3.	Standards Team Leave
Subd. 2.	Sick Leave Pool	Subd. 4.	Study Leaves without Pay
Subd. 3.	Sick Leave Donation	Subd. 5.	Sabbatical Leave
Subd. 4.	Personal Leave and Religious Observance	Subd. 6.	Unused Sick Leave Sabbatical
Section D	Extended Leave - General	Subd. 7.	NBPTS Sabbatical
Subd. 1.	Leave Process	Subd. 8.	Distinguished Teacher
Subd. 2.	Leave without Pay	Subd. 9.	Teacher Exchange
Subd. 3.	Probationary Teachers	Subd. 10.	Summer Study
Section E	Extended Leave – Medical Leave	Section G	Other Leaves
Subd. 1.	Parenting	Subd. 1.	Legal Reasons
Subd. 2.	Critical Illness/Death in Family	Subd. 2.	Military
Subd. 3.	Quarantine	Subd. 3.	Peace Corps/VISTA
Section F	Study Leaves	Subd. 4.	Organizational and Public Service

Length of Leave:

- A personal or medical leave of absence for a tenured teacher may be extended annually up to a maximum of three (3) years. At the end of the three (3) year period, teachers will only be eligible to extend their leave if the teacher is eligible for a mobility leave.
- A mobility leave may be approved for at least three (3) and not more than five (5) 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, tenured teachers may change their leave to a personal leave and extend it annually for up to two (2) additional years. Teachers returning from leaves of more than one (1) year have a right to return to a position in the Minneapolis Public Schools.
- 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.
- Job shares are considered half-time leaves of absence and are approved annually following the prescribed guidelines in Article XV of this agreement.
- 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.
- A sabbatical leave may be granted for one half (1/2) year or one (1) full year.
- A Distinguished Teacher leave is approved for one (1) year.

Return from Leave:

- Prior to returning from a leave of one (1) or more years, teachers shall submit the designated form indicating their intent to return to the district prior to February 1 of the school year preceding the school year they intend to return. All returns from leave shall be reviewed and approved by the Human Resources Department.
- Teachers returning from a medical leave shall submit the appropriate form from their doctor indicating that they have medical clearance to return prior to reporting to work.
- Teachers returning from a leave of one (1) year or less shall submit the form(s) to their principal/supervisor.
- Teachers returning from a personal, medical or parenting leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process.
- Teachers returning from leaves of more than one (1) year shall submit the form(s) directly to the Human Resources Department.
- Teachers returning from leaves of more than one (1) year have a right to return to a position in the Minneapolis Public Schools.
- Teachers returning from a sabbatical leave shall return to their previously held position except as in Section H of this article.

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

Section C. Wellness Pay Leaves:

Subd. 1. Sick Leave:

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

1. **ANNUAL ALLOWANCE.** Teachers actively employed with the Minneapolis Public Schools at the start of the school year shall be granted a credit of ten (10) days of sick leave allowance beginning the first day of active employment. This credit shall be considered an advance of the normal cumulative allowance of one (1) day of sick leave for every month on duty during the entire regular school year.
2. **CUMULATIVE SICK LEAVE.** The normal cumulative sick leave allowance each year shall be ten (10) days for employees on 38 through 42 week assignments. Teachers on eleven (11) and twelve (12) month assignments shall receive one (1) day per month up to a maximum of twelve (12) days each year. A teacher shall be permitted to carry forward the unused portion of sick leave without limit.
The balance of accumulated sick leave shall be printed on the teacher's bi-weekly statement of earnings.
3. **EXTENDED ASSIGNMENTS.** Teachers may use accumulated sick leave for absences due to illness during their extended 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 (major defined as: one of a serious nature with the possibility of complications and/or death) of a member of the immediate family as defined in Section E, Subd. 2. of this Article.
5. **UNEARNED SICK LEAVE.** Teachers terminating employment with the Minneapolis Public Schools shall be required to reimburse the Minneapolis Public Schools for sick leave days taken but not earned.
6. **LESS THAN FULL-TIME/FULL-YEAR.** Teachers who are assigned 0.4 and less are not eligible for sick leave. Teachers who are assigned 0.5 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:

1. Long Call Reserves: Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for every 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.

2. Short Call Reserves: Building Reserves assigned to the same building for three (3) or more consecutive years shall be permitted ten (10) days of sick leave per year beginning the third consecutive year.

Such sick leave shall not be cumulative and shall be assigned at the beginning of the school year. A change in the building reserve teacher's assignment shall result in the loss of any remaining sick leave days and building reserve teachers terminating employment with the Minneapolis Public Schools shall be required to reimburse the Minneapolis Public Schools for sick leave days taken but not earned. Unused sick leave days shall carry over to the teachers sick leave account upon being hired as a contract teacher under this Agreement.

Provisions in Subd. 1. B. 2 shall remain in effect for the term of this contract only.

Subd. 2. Sick Leave Pool:

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

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

1. 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
2. a serious illness causing absence by the teacher over an extended period of time and is substantiated in writing by the claims administrator ; or
3. a serious and recurring illness causing periodic absences by the teacher over an extended period of time and substantiated in writing by the claims administrator.

C. Membership:

1. Teachers of the Minneapolis Public Schools, as defined in the Agreement, are eligible to be members of the Sick Leave Pool. Effective as of the 2002/2003 school year, teachers must be tenured to be eligible for full membership. Teachers shall automatically be granted full membership upon successful completion of the Achievement of Tenure Process.

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

D. Administration:

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

5. The Sick Leave Pool Committee shall accept the recommendations of the claims administrator and these determinations shall not be subject to the grievance procedure.

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

1. Teachers hired as of the 2002/2003 school shall have membership limited to up to thirty (30) days of access during their probationary period. Teachers shall be granted full membership upon successful completion of the Achievement of Tenure Process.
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 that recurs within six (6) months.
3. Sick Leave Pool days shall be used only for personal illness of teachers.
4. To access the Sick Leave Pool, the teacher shall complete an application. An attending physician's statement must be completed by the teacher's personal physician verifying that the teacher is/was unable to work. The application and attending physician's statement shall be submitted to the Minneapolis Public Schools Employee Benefits Department within fifteen (15) days of the teacher exhausting her/his sick leave. All claims and claims procedures will be administered by the claims administrator hired by the Minneapolis Public Schools.
5. Sick leave days from the Sick Leave Pool may be drawn for only those weeks of the school year that the teaching contract is in force.
6. Teachers on personal, sabbatical, study and mobility 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 80% of her/his 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 the Minneapolis Public Schools.
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 2001/2002 school year, teachers seeking Sick Leave Pool benefits for mental health reasons who are hospitalized may access the Sick Leave Pool for up to eighty-five (85) consecutive duty days for any one (1) occurrence, and up to one hundred eighty-five (185) days during their teaching career in the Minneapolis Public Schools.
5. Beginning the 2001/2002 school year, teachers seeking Sick Leave Pool benefits for mental health reasons who are **not** hospitalized may access the Sick Leave Pool for up to sixty (60) consecutive duty days for any one (1) occurrence, and up to ninety-three (93) days during their teaching career in the Minneapolis Public Schools.
6. Sick Leave Pool benefits shall end upon teachers qualifying for benefits for either the long-term disability (LTD) insurance plan or the Minneapolis Teachers Retirement Fund Association plan, or if teachers have already accessed the Pool for the maximum of one hundred eighty five (185) days during their teaching career in the Minneapolis Public Schools.

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

Subd. 3. Leave Donation Program:

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

B. Donation Program Description.

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

C. Eligibility for Recipients

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

D. Clarification for Donors

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

Subd. 4. Personal Leave and Religious Observance:

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

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

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

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

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

1. The teacher may choose to take up to four (4) religious observance days not deducted from personal leave nor from sick leave, however teachers' pay shall be reduced by the equivalent amount of the Short Call Daily Rate, Reserve Teacher Salary Schedule E;
OR as an alternative,
2. The teacher may choose to take up to four (4) religious observance days not deducted from personal leave, however such days shall be deducted from sick leave. In addition, the following shall apply:
 - a Effective July 1, 1999, teachers using sick leave days for religious observances shall not have their sick leave conversion account balance reduced when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
 - b Effective July 1, 1999, teachers using sick leave days for religious observances shall not have their days reduced when determining the teacher's eligibility to participate in the 100% Attendance benefit.

Section D. Extended Leaves - General

Subd. 1. Leave Process:

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

1. Tenured teachers who intend to return to active duty from leaves of absence shall provide written notice to the Human Resources Department prior to February 1. Failure to provide written notice to return to duty to the Human Resources Department prior to February 1 will result in the loss of the right of return from the leave of absence for the following school year. Teachers whose leaves are extended beyond one (1) year will lose their right of return to their site or program. A leave of absence for a tenured teacher may be extended annually up to a maximum of three (3) years. At the end of the three (3) year period teachers will only be eligible to extend their leave if the teacher is eligible for a mobility leave. Extensions of leaves will be granted as defined in Section A of Article XIII. A form requesting return to duty or an extension of a leave of absence may be secured by contacting the Human Resources Department.
2. Probationary teachers who intend to return to active duty from leaves of absence shall provide written notice to the Human Resources Department prior to February 1. Probationary teachers are not eligible to renew a leave of absence beyond one (1) year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Probationary Teachers: For probationary teachers may take up to one year of child-care leave. A leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. Teachers who achieve tenure in the Minneapolis

Public Schools will be considered as having completed their probation. 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 Minneapolis Public Schools reserves the right to require documentation of critical illness or death.

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

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

Section F. Study Leaves

Subd. 1 Leaves for School Purposes: Teachers may be granted a leave of absence without loss of pay to observe methods of teaching, attend professional meetings, or for other school purposes. Requests for such leaves shall be made in writing to the Human Resources Department. The Human Resources Department shall notify the Union when such requests are denied.

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

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

Subd. 3. Standards Team Leave: A study session leave of absence with pay may be granted for one (1) to two (2) weeks to a team of teachers from a site or city-wide program for standards integration at their site or in their program. A team will submit a proposal to create integrated standards units/lessons that follow guidelines established by TIS. The proposal would provide a plan for assuring continuous learning of the team's students, a description of the final products, list of participants, a total budget, and length of leave.

Criteria used to grant leave are:

- financial obligation of the site or program to pay for reserve teachers;
- ability to assure continuous learning for students;
- degree to which the project ties to the guidelines for District standards;
- involvement of site team and site staff development committee.

Subd. 4. 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 that the employee pursues must be approved by the Superintendent of Schools or designee.

Subd. 5. Sabbatical Leave:

A. Definition: Sabbatical leave is a leave of absence for study or travel for the purpose of professional enrichment/development that shall result in benefit to the Minneapolis Public Schools. The Minneapolis Federation of Teachers and the Minneapolis Public Schools share the commitment to raise professional standards in teaching and education. This definition includes Bush Leadership Fellow and AFT Distinguished Teacher Fellow.

B. Eligibility: A sabbatical leave of absence for up to one (1) year may be granted to teachers for the purpose of study after seven (7) consecutive years of active service. This leave is granted in order that a teacher may maintain and/or improve the quality of instruction or for professional leadership. No leave shall be granted for fewer than six (6) weeks. Reserve Teachers are not eligible for sabbatical leave.

In order to be eligible for another sabbatical leave, the teacher shall complete another seven (7) full contract years of active service in the Minneapolis Public Schools before being eligible for another sabbatical leave.

C. Duration, Pay, Benefits: Sabbatical leave may be granted for one-half ($\frac{1}{2}$) year or up to one (1) full year.

1. Half-year Sabbaticals

- a. Regular sabbatical leave: Teachers granted sabbatical leave for one-half ($\frac{1}{2}$) year shall receive full pay during the sabbatical. Teachers who take a sabbatical for one-half ($\frac{1}{2}$) year are eligible for the perfect attendance incentive options benefit based on the portion of the year they are not on sabbatical leave.
- b. Unused Sick Leave Sabbaticals: In addition to the regular sabbatical leave, a leave of absence for study or travel shall be granted to teachers for one-half ($\frac{1}{2}$) year at full pay based on the individual teacher's unused sick leave, provided the teacher has fifteen (15) sick leave days remaining following the leave and agrees to teach in Minneapolis Public Schools for at least two years upon completion of the leave.

If the teacher discontinues service for any reason other than incapacity to carry out assignments before the expiration of two years, she/he shall pay back the pro-rated share of the sick leave used. Teachers eligible for this paid study leave based on unused sick leave shall file their applications by March 15. The Minneapolis Public Schools reserves the right to adjust schedules of study leaves when the number per building or subject-matter area would be detrimental to the educational program.

2. Full-year sabbaticals:

- a. Teachers granted sabbatical leave for one (1) year shall have the option of receiving either one-half ($\frac{1}{2}$) pay during the sabbatical leave. The allowance granted to teachers on sabbatical leave shall be one half ($\frac{1}{2}$) of the rate of pay received by the teachers had they remained in their positions.
- b. Alternatively, teachers granted sabbatical leave for one (1) year shall have the option of receiving three-fourths ($\frac{3}{4}$) pay during the sabbatical leave and three-fourths ($\frac{3}{4}$) pay during the first year of teaching upon return to duty following the sabbatical leave. The three-fourths

(3/4) pay for the year following the sabbatical leave shall not be construed as a voluntary demotion under the Teacher Tenure Act, MS §122A.41.

Upon return from a ¾ pay sabbatical, the teacher's percent of time/full-time equivalent (FTE), must be equal to or greater than the FTE while on sabbatical. If teachers' FTE changes upon return, the amount to be paid to the District shall be based on the FTE while on sabbatical.

The beginning and returning dates of teachers on sabbatical leave should, to the extent possible, coincide with the normal transition periods of the school calendar and be determined in consultation with the Sabbatical Leave Committee.

E. Application for Sabbatical Leave: Applications for sabbatical leave shall be filed by March 15 for all leaves that are to be taken during a portion of or for the entire following school year.

Included in the application package will be an outline of the process.

After being notified of acceptance for the sabbatical leave, recipients will be required to attend a pre-sabbatical planning seminar sponsored by the Minneapolis Public Schools and Minneapolis Federation of Teachers.

Sabbatical leave requests shall be filed each year. No requests will be held over from one year to the next. Granting of sabbatical leave to pursue a particular field does not imply endorsement of this goal for consideration for placement upon completion.

The Sabbatical Leave Committee shall meet and grant sabbatical leaves no later than four (4) calendar weeks after the sabbatical leave request deadline date.

F. Allotment: Up to a maximum of five (5) teachers may exercise the option of selecting one (1) semester of leave at full pay for purposes of study only subject to the conditions previously outlined. Up to an additional five (5) teachers may be granted a sabbatical leave at full pay for one (1) semester at a ratio of one (1) additional full-pay sabbatical for each two (2) half-pay sabbaticals granted. Up to a maximum of one percent (1%) of the teaching staff may be granted sabbatical leaves during a school year.

In the event the number of teachers placed upon the eligibility list exceeds the allotment of teachers for sabbatical leave, consideration will be given, among other things, to length of service and contribution to the general welfare of the school.

G. Credits Required for Sabbatical Leave: If the sabbatical leave is granted for the purpose of study at the undergraduate level or for a Master's Degree, the teacher shall complete twelve (12) credit hours of work during the semester or quarter for which the leave is granted. Work beyond the Master's Degree requires nine (9) credit hours each semester or quarter. The institution and the courses to be taken must be approved by the Sabbatical Leave Committee.

H. Itinerary for Travel: If the sabbatical leave is granted for the purpose of travel, the itinerary shall be submitted in detail with the application. The itinerary must be approved by the Sabbatical Leave Committee before the leave is granted.

I. Position on Return from Leave: Upon returning from sabbatical leave the teacher shall return to the position held immediately prior to the leave. Exceptions may be made only under one or more of the following conditions:

1. The teacher and principal/supervisor have consulted upon any change deemed necessary in department, grade level assignment, caseload, or specified job description of the position prior to its implementation. In the absence of mutual agreement, the principal/supervisor shall provide the teacher with a written rationale for the necessity for the change to the position within ten (10) calendar days of the consultation meeting. The teacher will have the right to appeal the decision to change the position through the Grievance Process as described in Article XVII.
2. A reduction in student enrollment has occurred that necessitates a reduction of some or all of the position. In such a case, the Staff Reduction process, as described in Transfer and Reassignment section of this agreement, shall apply.

3. A change in grade or program configuration resulting in the elimination of the position or moving the position to a different site. In such a case, Programs and Classrooms Moved Intact process, the Staff Reduction process, and other applicable processes as described in Transfer and Reassignment section of this agreement, shall apply.

J. Salary Upon Return from Leave: The teacher who has been on sabbatical leave will receive the full yearly increment, provided she/he has fulfilled the plans approved by the Sabbatical Leave Committee.

K. Teachers' Obligations Upon Return: Teachers granted sabbatical leaves shall teach two (2) years in the Minneapolis Public Schools following the completion of their leaves. If teachers discontinue service for any reason other than their incapacity to carry out their assignment before the expiration of the two (2) years, they shall pay back to the Minneapolis Public Schools a pro rata part of the sabbatical allowance. Teachers shall return to duty at the beginning of the next semester following the end of the sabbatical leave. Exceptions to immediate return shall only be allowed if a need and eligibility for medical, parenting or military leave arises subsequent to the beginning of the sabbatical leave. Such leave must be requested and approved according to appropriate procedures set forth in this article. Such a leave will not excuse or reduce to teacher's obligation to teach two (2) years in the Minneapolis Public Schools following the completion of the leave.

L. Accountability: Since the purpose of this leave is to study, the applicants will agree not to accept any other employment during the period of their leaves unless it pertains directly to their study programs and then only with the approval of the Superintendent of Schools or designee. Should the amount of such remuneration, grant, fellowship, or stipend together with the sabbatical leave pay exceed the teachers' regularly scheduled pay, the sabbatical leave pay will be reduced to the amount teachers would have received had they not taken the leaves.

Upon return from sabbatical leave the teacher shall be expected to present a summary report of the experiences or learning that occurred during the sabbatical leave, including a one (1) page Executive Summary to be shared with other Minneapolis Public Schools teachers. The emphasis of the work to be submitted to the Sabbatical Leave Committee shall focus on how the experiences and/or learning related to teaching or professional leadership. The work shall be submitted to the Sabbatical Leave Committee by October 1, following the completion of the leave of absence. At the request of the Sabbatical Committee, exemplary experiences will be presented in designated forums. The sabbatical recipient shall receive \$200-\$500.

M. Sabbatical Leave Committee: The Sabbatical Leave Committee shall have equal representation with three (3) members appointed by the Superintendent of Schools or designee and three (3) members appointed by the President of the Minneapolis Federation of Teachers.

The Sabbatical Leave Committee shall meet in the fall to establish criteria upon which the sabbatical applications will be judged and the selection process that will be followed. The criteria and process will be distributed system-wide prior to the March 15, application deadline.

In the event of a tie vote on an application, the Superintendent of Schools or designee shall cast the deciding vote. At no other time shall the Superintendent of Schools or designee vote on an application for sabbatical leave.

Subd. 7. National Board Certification Leave: Up to five (5) days with pay may be granted by the Human Resources Department to teachers pursuing National Board Certification. To be eligible, teachers must notify the National Board Support Office no later than the deadline for sabbatical leave applications. The National Board Support Office shall notify the Sabbatical Leave Committee of the required allotment for National Board Certification Leaves within one (1) week of the deadline.

The granting of these leaves will be included in the allotment of sabbatical leaves (Subd. 4, D) and not cause the allotment to be exceeded.

The developmental Professional Support Process (PSP) will be used to support teachers as needed while on this leave.

Subd. 8. Distinguished Teachers : The Minneapolis Public Schools/Minneapolis Federation of Teachers Distinguished Teacher allows full-year, full-pay leaves of absence for up to six (6) teachers to work on standards implementation and best practices in conjunction with development of Professional

Development Centers. The Distinguished Teacher will receive \$5,000 to support this experience.

The application process will be conducted under the provisions of the Sabbatical Leave Committee as defined in Subd. 4 Sabbatical Leaves, of the contract. Sponsoring departments will submit fellowship opportunities by October 1: teachers will submit their applications to the Sabbatical Leave Committee by March 15. Selection of teachers for Minneapolis Public Schools/Minneapolis Federation of Teachers Distinguished Teacher Fellowships will be made by an expanded Sabbatical Leave Committee to include a representative of the sponsoring department/site and the Minneapolis Federation of Teachers. The granting and funding of these leaves shall be included in the allotment of sabbatical leaves (Subd. 4, D) and not cause the allotment to be exceeded.

The Professional Development Process (PDP) will be used to support teachers while on this leave.

Teachers will be available during and upon completion of the fellowship leave to share their work in ways and at times agreed to by the recipient and the joint committee.

The Distinguished Teacher will return with a new set of skills and enhanced capabilities for improved student learning. The teacher who has been on Distinguished Teacher leave will receive the full yearly increment.

Subd. 9. Teacher Exchange Program: Teachers who have served a minimum of five (5) years in the Minneapolis Public Schools may participate in a Teacher Exchange Program with other school districts and educational agencies. The intent of the program is to provide an opportunity for teachers to work in another educational frame of reference in order to gain different insights into instructional patterns, schedules, facilities, students and cultural environments. It is to be expected that the school district or agency with which the exchange is made gains in similar fashion.

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

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

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

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

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

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

A teacher exchange with another school district may not be extended beyond one (1) year. A teacher exchange with another educational agency may be approved for up to one (1) year and may be extended annually. The teacher who has been on a Teacher Exchange Program leave will receive the full yearly increment.

Subd. 10. Summer Study: Teachers may be released for summer study without pay before the close of school in June or after the opening of school in the fall, if absolutely necessary.

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

Section G. Other Leaves

Subd. 1. Legal Commitments and Transactions:

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

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

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

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

Subd. 2. Military Leave:

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

B. Probationary Teachers: Upon termination of a military leave, teachers who were granted military leave of absence while on probation shall be entitled to be reinstated in teaching positions at the same salary that they would have received if they had not taken such leave, upon the following conditions: that the position has not been abolished; that they are physically and mentally capable of performing the duties of the position; that they make written application for reinstatement to the Human Resources Department within ninety (90) days after termination of military service and that they submit an honorable discharge or honorable separation from the military service. Teachers returning from a personal, medical or parenting leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process. Teachers returning from leaves of more than one (1) year have a right to return to a position in the District. For probationary teachers, a leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. (see also Section D. Subd. 3.)

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

D. Spouse's Departure for Military Duty: No leave of absence will be granted to teachers who wish to accompany their spouses who enter military service. However, teachers who wish to visit their spouses at the port of embarkation prior to the spouse's departure for military service overseas, may be

granted a short leave of absence without pay, providing the Superintendent or designee so recommends. This request should be submitted on Leave of Absence Request Form and submitted to the Human Resources Department at least ten (10) days before the anticipated absence date.

Subd. 3. Peace Corps/VISTA Leaves: A leave for the Peace Corps/VISTA may be granted to tenured 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: Tenured 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 tenure 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 tenured teacher who is elected to public office may seek and shall be granted a leave of absence with the same provisions and conditions as described in Subd. 4.A above. However, Long-term Disability coverage as outlined in this Agreement will be continued for teachers serving in the State Legislature while it is in session. The benefits will be based on earnings just prior to the effective date of leave. Teachers on a Public Office leave will receive full yearly increments.

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

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

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

ARTICLE XIII. 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 children 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 principal and head engineer of concerns in writing.

Step 2: If the matter is unresolved, the teacher and/or the principal 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 principal or designee and make arrangements to ensure the safety of any children 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. Special Education

1. Special Education Resource Teacher Caseload Allocation: The District shall require buildings to staff special education resource teachers at a recommended ratio of 1:20 but no greater than 1:23 students during the spring budget allocation staffing process. The Special Education Department shall enforce this ratio through the budget tie-out process. The District will work towards reducing caseloads for special education staff.

2. Special Education Labor Management Committee: A joint committee shall meet on a monthly basis to develop and review policies and practices related to the delivery of student and Special Education services in the District and be proactive in resolving issues of concern to both parties. The committee shall consist of an equal number of members appointed by the President of the Federation of teachers, Local 59 and the Superintendent.

Topics that the committee shall address include but are not limited to:

- Caseloads,
- Paperwork reduction, duplication, data collection and information management,
- Support for IEP due process requirements,
- Selection and use of funds for curriculum and materials,
- Facilities and working conditions,
- Professional development,
- Support for schools to deliver focused interventions for students with special needs,
- Preparation time,
- A cohort model Master's Degree/Licensure program jointly sponsored by the District and the Union University; and
- Pilot a performance-based Special Education licensure program, developed and implemented in collaboration with the Board of Teaching, which will be locally endorsed and rewarded.
- Residency Program for Special Education

Teachers shall have the right to initiate discussions or bring issues to this committee relative to any of these topics with the expectation that this committee will act as a non-partial mediating body to address concerns and resolve issues that are systemic in a timely manner.

Section C. Professional Work Space.

All professional employees of Minneapolis Public Schools, 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. Special education classrooms shall be comparable to general education classrooms and shall conform to the requirements of school building regulations prescribed by OSHA. This provision includes facilities used to render services to students receiving related services as individuals or in small groups.

Professional employees 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.

Elementary Specialist Teacher's Facilities: Whenever possible, within the existing physical setting, the elementary specialist teacher shall be provided a separate room for their instructional program. Where this is not possible such teacher shall be provided with a desk, where necessary shared with other teaching specialists, in at least 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 D. Professional Work Environment

1. 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.

2. 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:
 - a. has the purpose or effect of creating an intimidating, pressuring, hostile or offensive working or academic environment;
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work; or
 - c. otherwise adversely affects an individual's employment opportunities; or
 - d. 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.
3. Response – In the event that teachers believe they have been harassed and/or are having to work in a hostile environment, they should contact the Union office where it shall be determined if it is appropriate to initiate the following procedures:
 - a. Consistent with past practice in dealing with teacher complaints against principals/supervisors, the Teachers' Union and the Principals' Forum will jointly undertake informal meetings appropriate to the situation. Meetings may take place with the principal, individuals or groups of teachers. If a case of harassment or hostile work environment seems possible, the Office of Diversity shall be notified, and the teacher or teachers shall be informed of the resources through the Office of Diversity, Equal Opportunity Employment Commission, Minnesota Human Rights Office or other agencies available to them.
 - b. If it is deemed warranted and the teacher or teachers so choose, a grievance procedure may be initiated at level II on behalf of the teacher or teachers by implementing the bypass clause in the Level I grievance procedure. If the teacher or teachers choose to use the contractual grievance procedures as herein indicated to seek remedy and/or redress for harassment, they shall agree to forgo the right to seek remedy and/or redress for the same conduct and/or events through any other outside agencies or through any other procedures within the District.
 - c. The grievance procedures may be followed through levels II, III (mediation) and IV (arbitration), or other settlements may be achieved through agreement among teacher or teachers, the Union and the District.

ARTICLE XIV. JOB SHARE PROCEDURES

Definition: A shared position is a full-time position belonging to one member of the collective bargaining unit, currently on staff, who chooses to share the position with another member of the collective bargaining unit, currently employed by the District or on leave.

Application Process: Initial and annual renewal applications must be made in writing to the principal or supervisor by March 1.

1. Teachers who wish to share a position at the site where both are assigned may do so with the written approval of the principal or supervisor. The Human Resources Department must be notified of the job share arrangement no later than April 1.
2. Teachers who wish to share the position held by either of the applicants may do so with the written approval of the principal or supervisor. The Human Resources Department must be notified of the arrangement on the appropriate, signed form no later than April 1.
3. Teachers who wish to share a position other than described in 1 or 2 above must file for a voluntary transfer and attend the in-person bidding.

All teachers described in 1, 2 and 3 above must provide the principal or supervisor with a letter of intent and a job share application by March 1. Every effort must be made by applicants to personally contact the principal or program administrator before the end of the school year.

Job Share Conditions:

- o Teachers on leave, with the approval of the principal or supervisor, have the right to share a position under the terms of this procedure.
- o When a job share is dissolved in a situation where one job share partner is coming from a different site, the job share partner originally at the site owns the job and the other job share partner will be excessed.
- o When a job share is dissolved in a situation where both job share partners are from the same site and department/licensure area, the more senior partner owns the position.
- o When a job share is dissolved in a situation where one job share partner is coming from a different department at the same site, at the end of the year the person who was originally in the department owns the position. The other job share partner retains a right to a position at the site based on seniority if that partner had such a right prior to the job share. At the end of two or more years the more senior person in the department owns the position.
- o If the dissolution of a job share results in the need for a staff reduction, Article XV Transfer, Reassignment and Recall applies.
- o Teachers who job share may take a leave for the unassigned portion of their position.
- o Teachers who discontinue a job-shared position may reapply to job share or may secure a position through the transfer assignment process pursuant to Article XVI.
- o Teachers vacating shared positions may bid on a full 1.0 assignment. Job share arrangements may be discontinued either by a principal or supervisor or by the teachers involved.
- o It is understood that job-share positions are covered by MS §122A.41.

Tenured Teacher Job Share Positions: Tenured teachers may apply for job share positions in accordance with the following conditions:

- o Both teachers agree to attend open houses; and,
- o Both teachers agree to cooperatively prepare end of the year summaries and reports; and,
- o One of the teachers will always be in attendance at required workshops, conferences, in-services, and/or staff meetings; and,
- o Whenever possible, a short-term absence of one (1) to three (3) days of one of the job-share partners will be covered by the other job-share partner without additional salary compensation. The balancing of time between the two partners will be resolved at the site through mutual agreement by both job-share partners and the principal.

Probationary Teacher/Tenured Teacher Job Share Positions: Probationary teachers may apply for job share positions in accordance with the following conditions:

- o A probationary teacher may job share with a tenured teacher, provided both employees are on a PDP; and,
- o Both teachers agree to attend open houses; and,
- o Both teachers agree to cooperatively prepare end of the year summaries and reports; and,
- o One of the teachers will always be in attendance at required workshops, conferences, in-services, and/or staff meetings; and,
- o Whenever possible, a short-term absence of one (1) to three (3) days of one of the job-share partners will be covered by the other job-share partner without additional salary compensation. The balancing of time between the two partners will be resolved at the site through mutual agreement by both job-share partners and the principal.

Probationary Teacher Induction Job Share Positions: Probationary teachers may apply for job share positions in accordance with the following conditions:

- o A probationary teacher who is on a PSP/PDP may job share with a tenured teacher who has 25 or more years of service in the district; and
- o The tenured job share partner agrees to be a mentor and a member of the probationary teacher's Professional Development/Professional Support Team along with the probationary teacher's PSP mentor; and
- o Both job share partners agree to attend all staff meetings and professional development activities of the school/program and the District; and
- o Whenever possible, a short-term absence of one (1) to three (3) days of one of the job-share partners will be covered by the other job-share partner without additional salary compensation. The balancing of time between the two partners will be resolved at the site through mutual agreement by both job-share partners and the principal; and
- o The tenured job-share partner with a minimum of twenty-five (25) years of service in the District, will be trained through the Career-In-Teaching (CIT) program; and
- o The District will pay into the retirement fund of the teacher with twenty-five (25) or more years of service at the teacher's full-time service rate to allow the teacher to earn full-time service credit with the MTRFA; and
- o The tenured job-share partner with twenty-five (25) or more years of service will receive a one-half (.5) professional account under the Career-In-Teaching (CIT) program; and
- o The tenured job-share (mentor) partner shall receive a one-half (½) professional account under the Career-In-Teaching (CIT) mentor program; and
- o During the school year, there will be no more than ten (10) job-share positions under this provision; and
- o If more than ten (10) applications for job-share positions under this provision are received by the deadline of April 1 by the Human Resources Department, a selection process will be developed by the department to determine which ten (10) job-share positions will be approved.

The District and the Union agree to promote, publicize, support, and evaluate the effectiveness of Probationary/Mentor Teacher Job Share Partnerships.

Teachers on leave, with the approval of the principal or program supervisor, have the right to share a position under the terms of this procedure. Management reserves the right to define a position. When job share applicants are denied this right, they must be informed of the reason in writing within five duty days. The applicants may not grieve the denial but may appeal the denial to the Superintendent or designee. The appeal must be made within five duty days of the receipt of the written denial from the principal or program supervisor.

This provision shall not be subject to the grievance procedure.

ARTICLE XV. TRANSFER, REASSIGNMENT AND RECALL

Preamble: The Transfer and Reassignment procedure has as its goal facilitating the best match possible of teachers and sites or programs seeking teachers. The parties to this agreement wish to promote or enhance the effectiveness of sites, programs and professional educators by providing a venue and process to facilitate teacher placement. The District and the Union desire hiring, transfer, and reassignment procedures that:

- o strengthen a system that improves quality instruction, student learning, and school success;
- o continue to value the seniority status of teachers;
- o provide schools with diverse teaching staffs;
- o provide stability of staffs at all sites;
- o provide support for teachers at all school sites;
- o facilitate the best match possible of teachers and sites or programs;
- o enable the District to hire the best qualified teachers available;

A **summary** of the key provisions of the Transfer and Reassignment Procedure:

- o Teachers on leaves of absence for one year or less have the right to return to a position at their sites, not necessarily to the same position.
- o Teachers shall be referred in seniority order to vacancies at all bidding sessions. Teachers requesting a voluntary transfer may interview with up to five sites per bidding session. At each of those five sites, teachers may sign up to interview for all positions for which they are licensed. Excessed and unassigned teachers are not limited to the number of sites with which they may interview.
- o The request for a voluntary transfer to a school is accepted only if the principal, supervisor or designee signs the approval form.
- o At each interview, teachers bidding as voluntary transfers, may obtain signatures for all vacancies at that site for which they are qualified. Teachers, bidding as voluntary transfers, may only claim positions for which they have been given signatures.
- o Excessed status exists when there is a reduction in staffing at a school or site or when a teacher returns from a leave of absence of more than one year. Because school programs are unique, it is important that teachers make informed decisions regarding their teaching assignments. To assure that excessed teachers bid on positions that fit their interests, experience, training, and skills, they shall participate in the interview process. All teachers excessed from buildings or returning from leaves of absence of more than one (1) year shall participate in the interview process, but need not obtain signatures. Teachers may only claim positions for which they have interviewed. The right of excessed teachers to claim vacancies is limited to the specific licensure area/department in which they taught the previous year.
- o Seniority for transfer purposes is established based on the department where the majority of teaching time was spent during the most recent three (3) year period of active duty.
- o When staff reductions occur at the building, all teachers shall be canvassed in seniority order within their specific licensure area/ department to determine which teachers shall be excessed. The least senior teacher in the specific licensure areas/departments shall be excessed from the building if more senior teacher(s) decline the option of volunteering to be excessed. Teachers who are excessed from a school or site due to a reduction in staffing shall participate in the interview process, but need **not** obtain signatures to claim vacancies at the bidding sessions. Teachers may only claim positions for which they have interviewed.
- o Excessed teachers and returnees from leaves of more than one (1) year may also voluntarily transfer to vacancies in other specific licensure areas/departments, provided they obtain signatures at the interview sessions and have the requisite licenses.
- o A teacher newly hired to the district without an identified position is given unassigned status. With unassigned status, a teacher shall participate in the interview process, but need not obtain signatures to claim a vacancy. Teachers may only claim positions for which they have interviewed. Unassigned teachers shall bid in seniority order.
- o All teachers who interviewed for positions during each bidding session shall go online to indicate the order of preference for positions or to indicate that they are not bidding. This will be used as an

absentee ballot if they decide not to attend the bidding sessions. Teachers may decide to attend bidding in person if they wish to change their preference order or choose not to bid.

- o Teachers shall use the online bidding system to view the vacancy list for each bidding session. Each site shall provide computer access in a staff work area/location in the building for using the online bidding system.
- o Prior to any internal reassignment of teachers to another grade level or to a different licensure area, these procedures shall be followed:
 - Prior to any internal reassignment of teachers, including teachers who have just bid into the site, the teacher and the building administrator shall seek mutual understanding and agreement by having a professional conversation regarding the teacher's assignment within the site.
 - Upon written request of the teacher, the building administrator shall provide written notification of educational reasons for the teacher's internal reassignment within five calendar days of receiving the request from the teacher.
 - If the teacher feels that the building administrator's decision does not support her/his professional plan and goals, the teacher shall have the right to appeal the reassignment through an in-district mediation process conducted or arranged by the Minneapolis Federation of Teachers and the Principals' Forum.
 - Barring understanding and agreement being reached through the internal mediation process as described above, the issue will be referred to the appropriate area superintendent.
- o Teachers who choose not to participate in one bidding session may still participate in subsequent bidding sessions. Each bidding session is considered to be a separate session.

Section A. General:

1. Teachers on leaves of absence for a period of one year or less have the right to return to a position at their school or site, not necessarily to the same position.
2. A vacancy created as a result of retirement, resignation or reassignment shall not be filled until it has been vacated.
3. All vacancies shall be filled through four (4) bidding sessions to conclude by the end of June or at a time mutually agreed to by the Union and the District. All vacancies that were posted and remain vacant shall be filled permanently with remaining excessed, unassigned and realigned teachers by the Labor/Management Placement Committee (The District, Teachers' Union and Principals' Forum). Interviews at the site are recommended for teachers placed at that site through this process prior to the first duty day for teachers of the succeeding school year.
4. Positions vacated due to last bid movement and after the last bidding session, but prior to the first duty day for teachers, shall be filled permanently by excessed and unassigned teachers holding the required licenses. If there are no excessed or unassigned teachers to be placed, the position will be filled from the candidate pool. For District defined Tier 1 and self-selected Tier 2 sites, the positions shall be considered permanently filled (based on the criteria defined in Section E. Redesigning High Need Schools). For other Tier 2 and Tier 3,4, and 5 sites, the position shall be filled as a one year assignment and the teachers shall be excessed at budget tie-out the following spring.^f
5. Teachers must hold the proper license(s) listed for the position in order to be eligible to bid on that position. The request for a voluntary transfer to a school is accepted only if the principal, supervisor or designee at that school agrees to approve the voluntary transfer. The site approval form is submitted to Human Resources at the end of the interviews and shall have the signature of at least one (1) principal, supervisor or designee. Section B.2 stipulates the procedure teachers may use if the principal, supervisor or designee denies the request for voluntary transfer.
6. Interview sessions preceding each of the bidding sessions will be provided at a central location on a date, and at a time and location mutually determined by the Union and the school district. To schedule

^f As defined by the Quality Performance Indicators in the District Accountability Framework. Not to be defined by state-mandated assessments resulting in schools being identified as state AYP sites. Not to be defined by future requirements of federally-mandated assessments or categorization.

their interviews, teachers shall sign up to interview for positions online by the designated timeline. Teachers will be able to go online to determine the time(s) in which they are scheduled for interviews. The interview pool shall be determined by seniority.

Interviews shall be twenty-five (25) minutes, scheduled at thirty (30) minute intervals. Prior to the interview process, it shall be the responsibility of Human Resources to document, in writing, for sites the status of all teachers interviewing.

At the conclusion of the interviews the principal, supervisor or designee shall sign the site approval form if the voluntary transfer applicant is currently and properly licensed and meets educational expectations of the job description of the site. Excessed or unassigned teachers shall participate in the interview process but need not obtain signatures. Teachers may only claim positions for which they have interviewed. Interviews shall continue until all scheduled interviews have been completed.

It is extremely valuable for teachers and schools to receive and share critical information about the other in order to facilitate the best match of teachers with programs. Each teacher and school may find it beneficial to develop and share a portfolio of unique characteristics and qualities. This information can be shared before and throughout the teacher placement process. The school information should be available and distributed prior to and at the interview sessions.

A professional portfolio for teachers might include:

- a copy of current teaching license(s) or application for licensure
- a resume showing professional work history;
- a statement of professional philosophy;
- letters of reference and recommendations from peers and supervisors specifically focusing on past professional duties and skills;
- student and parent letters and other feedback information;
- examples of student work when available;
- action research projects;
- individually developed materials that reflect the teacher's strengths and qualities;
- a copy of the most recent PDP

The portfolio for the school or program might include:

- roles and job descriptions for the vacancies at the school;
- philosophy of the program;
- content and expectations for the interviews;
- short and long-range goals for the school (School Improvement Plan);
- other documentation showing the site's philosophy and climate, e.g., SIR, QIP, site behavior plan, etc.;
- names and phone numbers of volunteer contact people at the school who agree to be available over the summer to interested teachers for information about the school/program;

Site committees involved in the interview process shall participate in Human Resources training for conducting interviews.

All teachers are strongly urged to visit the site and to investigate the program before claiming a vacancy.

7. Teachers who were excessed, pursuant to G.2. of Article XVI, or unassigned, or who are returning from a leave of more than one (1) year shall have a right to claim vacancies in seniority order at the bidding session. Teachers as herein defined in A.4. shall participate in the interview process, but need not obtain site approval to claim vacancies at the bidding sessions. Teachers may only claim positions for which they have interviewed.
8. Teachers in the Intensive Assistance Process may not file for a voluntary transfer or voluntary excessed status. (See also Article V, Section L.)
9. Teachers who have met the requirements for a voluntary transfer, teachers who are excessed, those returning from a leave of absence of more than one (1) year, and teachers who are unassigned shall be

combined on one seniority list for the bidding sessions. Teachers who do not appear at the bidding sessions or do not generate an online absentee ballot shall forfeit their bidding rights for that session.

10. In order to interview and bid on vacancies, teachers shall:
 - a. be under contract for the following school year,
 - b. be cleared to return from medical leave and other leaves prior to the deadline date as indicated in Article XIII, Section Z. of the contract;
 - c. have the requisite license(s) or appropriate documentation in lieu of the license indicating the acquisition of the license(s) that are current and valid as of July 1. Copies of said license(s) or appropriate documentation shall be on file in the Human Resources Department prior to the bidding sessions. Licenses that lapse as of the July 1 date shall not be applicable.

Teachers who are in the process of completing a course of study that will lead to an additional license before the start of the school year, shall have evidence on file in Human Resources in the additional area if they intend to use the license in the bidding process.

11. Only seniority earned within the teacher bargaining unit shall apply for the purpose of reassignment and transfer.
12. For purposes of this Article, sites are considered schools. A teacher is excessed when there is a reduction in staffing at a school or site or when a teacher returns from a leave of absence of more than one (1) year. A teacher is unassigned when he or she is newly hired to the district without an identified position.
13. For the purposes of this Article, a **program** shall be defined as an educational plan designed to meet specific needs of students. Its format is definably different in instructional methods and/or curriculum design, and requires specific skills and/or expectations on the part of the teacher. A program may exist within a school, school-wide or district-wide.

A program shall have **new program** status for its first year in existence in the district. It is **not** an adoption by an existing school of a program, or an addition of grades to an existing school. A **new site** will be defined as a wholly new school that will require a new staff and that is not the reconstitution of any other school or parts of schools. Determination and extension of new program and new site status shall be by agreement of the Labor/Management Placement Committee (The District, Teachers' Union and Principals' Forum).

New program and new site status shall be executed prior to and/or concurrent with the regular bidding sessions. Positions unfilled following the final bidding session shall be filled by unassigned, excessed or newly hired teachers.

14. Positions filled at less than 1.0 pursuant to the provisions of Article XVI, but subsequently increased to 1.0 during the school year, shall be posted at the first spring bidding session for the following school year if funded. The exceptions to this F.8 provision are when the increase occurs due to an identified increase in enrollment after staff adjustment day or change of program design that leads to additional time, classes, or grades offered. The teachers who bid into the less than 1.0 positions, which become 1.0, shall be excessed at the close of the school year, except for those positions increased due to enrollment increases or program changes. The increase of these positions shall occur only at the start of the second or third trimester or second semester. Exceptions to this provision will be made with agreement of the Minneapolis Federation of Teachers and the Minneapolis Public Schools.
15. Change of School Building Assignment. Any teacher required to transfer to a different school building during a school year shall be eligible for one (1) duty day without students to effect such transfer. When an entire building is moved to a new facility during a school year, additional days shall be provided as needed and approved by the Superintendent or designee.

Section B. Bidding Rules for Teachers Who Have Filed a Voluntary Transfer:

Teachers participating in the voluntary transfer process shall retain their position until they claim another position. Interviewing shall not constitute claiming a position. Teachers requesting a voluntary transfer may interview with up to five (5) sites per bidding session. At each of those five (5) sites, teachers may sign up to interview for all positions for which they are licensed.

1. A teacher may participate in any bidding session as a voluntary transfer only if they interview and obtain an approval signature of the principal, supervisor or designee for the vacancy on which the teacher bids.
2. The signature of the principal, supervisor or designee on the interview form indicates approval of the voluntary transfer, provided a vacancy at the school still exists when the teacher's seniority number is called at the bidding session.

If the principal, supervisor or designee indicates at the time of the interview that the teacher's request for voluntary transfer is not acceptable, the principal, site supervisor or designee shall notify the Human Resources Department and the teacher in writing within ten (10) calendar days after the interview that a teacher's request for a voluntary transfer is unacceptable. The principal, site supervisor or designee must state specific educational reasons for such a decision.

Teachers may appeal the decision to reject their requests for a voluntary transfer when a less senior person fills the position.

Any dispute shall be first submitted to mediation before arbitration is requested, pursuant to Article XVI Transfer and Reassignment Procedure. Any grievance submitted to arbitration, if sustained, shall be prospective in application only for the school year subsequent to the school year following the bidding session.

3. Teachers who have applied for a voluntary transfer may claim, in seniority order, any vacancy for which they are properly licensed and have obtained the approval of a principal, supervisor or designee. The vacancy may be claimed at the bidding sessions in person or by an absentee ballot filed with Human Resources. No interviews shall occur at the bidding session.
4. A list of vacancies shall be posted online before each bidding session that shall include positions established as a result of the budget process, transfers and newly created vacancies.
5. All teachers who interview for positions during each bidding session shall go online to indicate the order of preference for positions or to indicate they are not bidding. This will be used as an absentee ballot if they decide not to attend the bidding sessions. Teachers may decide to attend bidding in person if they wish to change their preference order or choose not to bid.
6. Teachers who decline or accept vacancies online or in person during a bidding session have concluded their bidding options at that bidding session.

Section C. Bidding Rules for Excessed Teachers

Teachers excessed due to staff reductions or returning from leaves of absence of more than one year shall have two options at bidding; they may exercise their right to claim a position in the licensure area/department from which they were excessed or to claim a position as a voluntary transfer.

Subd. 1. Teachers excessed must claim vacancies when their seniority numbers are called if there are vacancies available in the department of licensure from which they were excessed, as defined in G2., and for which they have interviewed. An excessed teacher shall participate in the interview process, but need not obtain site approval to claim vacancies at the bidding sessions. If the excessed teacher remains unassigned after all the bidding sessions, the excessed teacher is assigned by the Labor/Management Placement Committee.

Subd. 2. Excessed teachers bidding as voluntary transfers may claim vacancies in specific licensure areas/departments other than those from which they were excessed if they have current, required licensure and have received site approval from a principal, supervisor or designee for the vacancy on which they are bidding. Excessed teachers also bidding as voluntary transfers have the following options when their seniority number is called:

- a. If no vacancies are available in the specific licensure area/department from which they were excessed and no vacancies are available in the school selected for voluntary transfer for which they are qualified and have interviewed, then the teachers are finished with this bidding session, but will be eligible to claim vacancies in the specific licensure area/department from which they were excessed at the next bidding session.

- b. If no vacancies are available at the bidding session in the specific licensure area/department from which teachers have been excessed, but vacancies do exist for voluntary transfer, then teachers have the right to claim a vacancy for which they are qualified and have received site approval. If teachers decline the vacancies as voluntary transfers they will attend the next bidding session designated as excessed teachers, and may continue to exercise their voluntary transfer options.
- c. If vacancies for which they have interviewed are available in the specific licensure area/department from which teachers were excessed, but no vacancies exist at the school selected for voluntary transfers, then teachers must accept a vacancy available in the specific licensure area/department from which the teachers were excessed and for which they have interviewed. However, teachers may elect to attend the next interview session and obtain site approval as voluntary transfers.
- d. If vacancies for which they have interviewed exist at the bidding session in the specific licensure area/department from which the teachers were excessed, and vacancies exist at the school selected for voluntary transfer, then teachers must either accept a vacancy in the specific licensure area/department from which they were excessed or claim a vacancy for which they are qualified and have received site approval as a voluntary transfer.

Section D. Bidding Rules for Teacher Placement at New Sites and/or Programs During the First Year:

1. The Human Resources Department shall distribute a list of vacancies for interviews in new sites and programs as defined in A.10. The interview dates shall be established by mutual agreement of the Union and the District.
2. New program and new site status shall be executed prior to and/or concurrent with the regular bidding sessions. Positions unfilled following the final bidding session shall be filled by unassigned, excessed or newly hired teachers.
3. On the interview dates, teachers shall interview with the principal, supervisor, designee and/or site team.
4. The filling of vacancies at new sites and/or programs, as determined by the principal and/or site team, shall not be subject to the grievance procedure during the first year of the new program or site.
5. Teachers who apply for transfer to these new programs and/or sites shall not waive their right to participate in subsequent bidding sessions.
6. All teachers on active duty or returning from leaves of absence are eligible to interview.
7. Teachers who apply for and are selected for vacancies in the new programs and/or sites are required to participate in in-service planning and training sessions.

Section E. Redesigning Staffing for High Needs Schools:

Tier 1 and Tier 2 schools shall be given the choice to self-select for participation in a redesigned staffing process as described in Article IV. Section F.

The following are options to guide the staffing conversations between the Teacher Placement Committee and the site committee. Each site will have access to options, but will not be guaranteed access to all options. Sites will have the opportunity to propose recommendations to the committee, which may include but are not limited to those listed below.

- o Tier 1 or Tier 2 schools may partner with a Tier 3, 4, or 5 school to create a professional community of support.
- o A school may determine that there will be a balance between experienced and probationary teachers. Based on the current demographics of the site, a percentage of vacancies created as a result of retirements, resignations, or voluntary transfers may be filled with experienced teachers. The interview and select process will be used to select teachers for vacancies.
- o An experienced teacher may exchange classrooms with a probationary teacher at a participating school for a period of up to two years. Each teacher retains the right to return to his or her original classroom at the end of the exchange.

Section F. Staff Adjustment, Bidding, and Placement:

1. Positions created as a result of enrollment changes on the adjustment day shall be filled in seniority order by teachers who were excessed on enrollment adjustment day at a time and place mutually agreeable to the Union and the District. Teachers excessed due to enrollment adjustments will meet with the principals and/or other staff members of the schools that have the vacancies in an informational session regarding the specifics of each of the programs. Any remaining vacancies from the enrollment adjustment bidding process shall be filled permanently from the candidate pool unless filled after the last day of the first semester. All teachers filling vacated positions after first semester shall be excessed at budget tie-out.
2. Vacancies created at a site as a result of resignation/retirement of teachers after the last day of the first semester shall be posted for bidding at the first bidding session unless the position is filled internally within the site. The internally-vacated position shall be posted unless there is a reduction in positions at the site.
3. Exceptions from the procedures outlined in this Section may occur only with the approval of the Labor/Management Placement Committee.

Section G. Reassignment of Teachers Elementary and Secondary:

1. GRADE REORGANIZATION OR BOUNDARY CHANGE. In grade reorganization or boundary change teachers will be retained in a school unit or reassigned according to seniority rank.
In the case of a combination of all or part of faculties from two (2) or more schools, the faculties of those schools shall be considered as one (1) in establishing seniority rank.
2. STAFF REDUCTION.
 - a. When it is necessary to reduce the number of teachers in a building beyond normal attrition for that building, those teachers in the department to be reduced shall, by seniority order, be canvassed to determine if they desire reassignment to a new position. Teachers on intensive assistance may not volunteer to be excessed.
 - b. Teachers requesting reassignment pursuant to F.2.a., must have the approval of the principal, supervisor or designee. Should the principal, supervisor or designee deny the request for reassignment, she/he must state in writing within five (5) days the specific educational reasons for the denial.
 - c. Failing to secure the required reduction by the method described in F.2.a., b, the reduction shall be accomplished by designating for reassignment the least senior teachers in the department. Teachers on intensive assistance shall not be bypassed.
 - d. In secondary school units, department shall mean subject matter areas (see #6 for procedures regarding Multiple Assignment).
Seniority for transfer purposes is established based on the department where the majority of teaching time was spent during the most recent three (3) year period of active duty.
For reassignment purposes exceptions to F.2 may be made by the appropriate Superintendent or administrator. The teacher seeking an exception shall initiate with the appropriate Superintendent or administrator a request in writing for the exception. In the event an exception is not approved the teacher shall be provided with a written communication from the appropriate Superintendent or administrator giving the reasons for the non-approval.
3. REDUCTION OF STAFF AT A SITE WITH ONE (1) PRINCIPAL AND MORE THAN ONE (1) PROGRAM.
 - a. For the purposes of excessing, teachers who teach exclusively in one (1) program shall be excessed from the program pursuant to F.2.
 - b. For the purposes of excessing, teachers who have an assignment in both sites shall be considered, when applying F.2, as part of the staff where they have spent the majority of time the most recent three (3) years.
4. PART-TIME ASSIGNMENTS. Change to less than full-time assignment does not affect a teacher's seniority.

5. POSITION RESPONSIBILITY. Once an assignment is accepted by an individual, that person shall be expected to function according to the needs of that assignment.
6. MULTIPLE ASSIGNMENTS. An individual licensed and teaching in more than one secondary department may use system seniority to hold a current position or claim a vacant position in the subject in which the majority of teaching time has been spent during the most recent three (3) year period of teaching.
7. EXCEPTIONS. An exception to this transfer procedure may be made in filling high need area positions as defined by contract administration. All other exceptions to this transfer procedure may be made to meet a legal requirement or may be requested of the Labor/Management Placement Committee and/or to satisfy staff diversity.
8. PROGRAMS AND CLASSROOMS MOVED INTACT. Teachers who teach entirely in the program and/or classroom that is moved intact may move with the program, or may choose to remain at their original site. If there is a reduction in staff at the original site, the process in Section F.2 shall be followed.
 Teachers who have a split assignment between two (2) programs housed at the same site with one (1) principal when one (1) program remains and the other is moved intact, shall have the right to claim a 1.0 vacancy at either site by order of seniority unless tenured to less than 1.0 If no 1.0 vacancy exists, or a position equal to what they are tenured, F.2 shall apply.
 Vacancies that may occur as a result of classrooms and/or programs that are moved may be posted and filled as part of the new site beginning with the regular bidding process, or may be filled by reassignment.
9. ELEMENTARY AND WORLD LANGUAGE PROGRAMS. Elementary world language teachers shall be licensed elementary teachers. Teachers who wish to transfer into vacancies in the elementary world language programs must provide evidence of a rating of Advanced or Superior on the Oral Proficiency Interview given by an ACTFL trained rater.
 Elementary teachers who have met the eligibility requirement in the paragraph above and who teach in an elementary world language program shall be considered a department for the purpose of excessing.
10. GIFTED AND TALENTED. Teachers who wish to fill vacancies occurring in the District's programs for Gifted and Talented students shall apply through the voluntary transfer policy. Teachers who are excessed or who are returning from a leave of absence of more than one (1) year do not have the automatic right to claim vacancies in the Gifted and Talented Program.
1. SHARED POSITIONS. Teachers, including those returning from leaves of absence, may share positions, provided they obtain the prior approval of the appropriate principal, supervisor or designee, and notification to Human Resources is made pursuant to the provisions defined in Article XV. Timelines for application shall be consistent with the deadlines as defined in Article XV. Any alleged violation of the policy on job share procedures is not subject to grievance arbitration.
12. TEACHERS WITH CASELOADS: Teachers with caseloads who are assigned city-wide (adapted physical education, speech and language, occupational therapy, physical therapy, special education only) may have their caseload adjusted with consultation during the school year, depending on IEP requirements and city-wide distribution of students.
13. SPECIAL EDUCATION: Teachers assigned to citywide Special Education programs birth-5 assessment teams. Teachers assigned to ECSE birth-5 citywide teams who provide support service and assessment but not direct instruction may be reassigned within the site, based on licensure, with consultation as the needs of the program change throughout the school year.
 Citywide birth-to-five program (assessment, home-based intervention, and community-based intervention) newly opened positions and positions opened through attrition will be posted and open for bidding as part of the regular bidding session.
14. TEACHERS WITH MULTIPLE ASSIGNMENTS: Teachers who are assigned to one (1) or more schools and who have their assignment at one (1) or more of the schools reduced or increased have the right to:
 - retain the portion or portions of their position resulting in a reduction and voluntarily demote,
 - retain the portion or portions of the position resulting in a reduction and accept excessed status for the reduction, or
 - accept excessed status for their entire position pursuant to Article XVI, Section F.2.

When an assignment is reduced, the teacher has the right to:

- voluntarily demote and retain the position or
- gain excessed status pursuant to Article XVI, Section F.2, or
- retain the remaining portion of the position as partially-excessed.

Teachers must indicate their selection prior to the first teacher bidding session. If the teacher elects a demotion, the salary will be reduced accordingly.

The Human Resources Department shall determine whether there is a vacancy (vacancies) for which the partially excessed teacher may interview prior to the first bidding session. In cases where the partially-excessed teacher has been filling a position of less than full time, the available part-time vacancy (vacancies) need to be no more than equivalent to the assignment prior to the reduction.

If, prior to the interview session for the first bidding, the Human Resources Department determines that there are combinations that will restore the teacher who is partially excessed, the partially excessed teacher must attend the interview session and interview as a partially excessed teacher. The teacher must interview at each site where there is a compatible vacancy. At the first bidding session the partially-excessed teacher may claim a vacancy when their seniority number is called.

If there are no vacancies available at the first bidding session for a teacher who is partially excessed, the teacher may retain their partially excessed status in subsequent bidding sessions, or may elect to participate as fully excessed.

Section H. Recall Procedure:

Teachers on a continuing contract who are excessed at budget tie-out have the right of recall to a position at their site in the area in which they were excessed if a position reopens after the budget tie-out process. Teachers must have the required license for the position that reopens. This right of recall shall extend through the end of July following the most recent school year.

Teachers who have been discharged because of lack of pupils and discontinuance of position and who retain rights to be recalled according to the Teacher Tenure Act MS §122A.41 shall receive first consideration for other positions in the District for which they are qualified.

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 in the department from which they were discharged.

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 or request to be bypassed in accordance with this Section.

A teacher who requests to be bypassed for recall shall retain such seniority and tenure rights as though the teacher had not been terminated. No extension of time for recall shall be granted.

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;
- c. twenty-four (24) calendar months following the first duty day of the school year following discharge.

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 XVI. TECHNOLOGY

The mission of the Minneapolis Public Schools is to ensure that all students learn. Students are supported through this mission to become knowledgeable, skilled, and confident citizens capable of succeeding in their personal/family lives into the future. To achieve this mission, it is important to recognize the part technology plays to enhance and improve the efficiency and effectiveness of all district initiatives. Technology streamlines the use of resources and directly impacts instruction, productivity, and job performance. To this end, teachers must be given the highest priority in any and all technological improvements and initiatives. The 2001 District Technology Plan, which directly supports the District Improvement Agenda (DIA), summarizes the importance of teaching and technology in that it:

- a) Supports student achievement for learners of all ages;
- b) Engages students in their learning;
- c) Connects families with the education of their children;
- d) Facilitates communication among the community of learners;
- e) Helps students, staff, and community to optimize the job they do, make better decisions, and to be more effective and efficient;
- f) Gains access to global resources;
- g) And, as a result, transforms teaching and learning within the Minneapolis Public Schools.

We envision an educational approach that becomes solution based and technology centered and is set in an education environment where:

- a) Technology is integrated into curriculum and instruction to improve student achievement;
- b) All staff meet or exceed district technology standards;
- c) Staff access to data is improved for better instructional decisions and staff efficiency;
- d) Existing and future technologies facilitate regular communication among staff, students, parents/families, and community partners;
- e) District infrastructure is continually updated and maintained to effectively use technology.

Primary objectives to achieve this vision and its goals will include:

- a) All professional staff will have e-mail, telephones with outside lines, voicemail, and Internet access.
- b) All professional staff will be expected to use these technologies for communication purposes with the District, each other, students, and parent/families.
- c) All staff will work toward full implementation of the technology standards and assess themselves against the technology standards checklist.
- d) On-line quality professional development opportunities will be available for staff seven-days a week, twenty-four-hours a day.
- e) Teachers will understand and follow Minneapolis Public Schools Internet Policy Guidelines in all uses of technology.
- f) Qualified technical support for all technology will be available.
- g) Curriculum will be available in software format and online.
- h) Implementation of the 2001 Master Technology Plan will be continuously assessed and evaluated to ensure efficiency, effectiveness, and overall success as it impacts teaching and learning.

This vision requires dedication, work, and sincerity by all of us. We believe we can and will achieve it.

Subd. 1. Teacher Telephones: In order to increase communication among teachers, students, parents and the community, the District will continue to provide telephones and voicemail for every teacher's use. All new construction and newly remodeled sites will be wired at the time of construction and/or remodeling to facilitate the installation of telephones in every classroom and office for external communication. Existing sites will be on line with individual telephones and voice mail to maximize professional responsibility, safety, communication,

privacy, and accessibility. The District will provide training for effective use of the system, and teachers will use the system for maximum effectiveness.

Where individual classrooms and office telephones are not 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. 2. Cellular/Digital Phones: At each site, there will be cellular/digital phones available to staff for school business on a temporary basis when needed for field trips, home visits, student transportation, health emergencies, or other activities requiring communication away from the school approved by a site administrator or designee. Reimbursement to the District for any personal calls by the teacher will be made according to existing guidelines. The District will inform the teachers of special arrangements for personal cellular telephone purchase and service contracts available, which may be of interest to the teacher at no cost to the District.

Subd. 3. Pagers: Pagers are an effective communication link for professional staff with responsibilities off school sites. Pagers are available for school business only at educational rates funded by school sites. **Subd.**

4. Internet Access: All teachers/classrooms will have Internet access so they may communicate electronically, access electronic based district functions and services, and use the most up to the minute information in their teaching. While using the Internet, it is important for all staff to understand and follow Minneapolis Public Schools (MPS) Internet Guidelines. The guidelines can be located by going to the MPS Web site, clicking on "For Staff", then selecting "Internet Guidelines".

Teachers will use electronic data entry and retrieval with such District functions as transfer and reassignment interview requests and summer school applications.

The District e-mail system may be used by Union representatives for certain Union activities in accordance with District policy, procedures and requirements.

Subd. 5. Computer/Laptop Availability: Every teacher will have a classroom/office networked/Internet accessible computer or laptop for the purpose of supporting the teaching and learning process, processing paperwork, accessing district information, policies and data, and communicating via email. Itinerant staff will have a laptop if a desktop computer is not feasible.

Beginning the fall of 2001, every high school classroom teacher will have an internet accessible computer on their desk.

Subd. 6. Technology Professional Development for Teachers: To support staff in their work, online quality professional development opportunities will be available seven days a week, twenty-four hours a day. In addition, the District will provide training for effective use of technology. The teachers will also receive training to meet the 2001 Technology Standards. Such training shall be available onsite and online. Sites will use technology self-assessment to prioritize technical skills needed.

Subd. 7. Technology for Special Education Teachers and Related Services Personnel: All special education teachers and related services personnel shall have the tools and training to do their jobs. This includes their own individually-assigned computers with quick access to internet (including but not limited to web-based due process forms and training), on- and off-site access to student information, and up-to-date software and printers. Teachers in less-than-full- time special education assignments may need to share equipment with another teacher. In addition, District programs and grants shall include a special education technology support component. The Special Education Labor-Management Committee shall monitor implementation.

Subd. 8. Technology for Special Education Department and Related Services Personnel: The Special Education Department shall place all required due process forms on the World Wide Web by July 2002 and offer a trial version of web-based due process training by July 2003. In addition, the Department shall develop a due process compliance tracking system for school teams and individuals and work collaboratively with them to analyze data related to systemic and/or team or individual performance of due process compliance requirements. Differentiated training based on due process compliance performance data and the ability of school teams and/or individuals to fulfill due process requirements shall be developed and provided by the District.

Subd. 9. Off Site Access: Teachers who are required to do electronic record keeping will have access to these functions from home or off site starting spring 2001. The District will provide discounted access to teachers with the ability to access student information systems off site.

Subd. 10. District Advisory Technology Committee: The District Technology Advisory Committee will serve as the steering committee for identifying and discussing district technology needs, projects, standards, staff development, and progress. This committee will consist of a representative group the majority of which are teachers. Teacher members on the committee will be appointed by the MFT in collaboration with Media Services.

The District Technology Advisory Committee will guide the implementation of the 2001 Master Technology Plan and serve to meet the needs of teachers and students. Throughout the implementation, the committee will collaborate with curriculum specialists to coordinate the use of learning materials for learning software and online curriculum. The committee will also determine the skill sets/competencies needed by teachers in the District in order to function competently in technology.

Subd. 11. Standards of Technology Use:

- a) The District, through the District Technology Advisory Committee, will establish standardized systems and technologies for use by sites and staff. District and staff will be expected to know, understand, and use these systems and technologies (hardware and software) for use by sites and staff.
- b) District and staff will be expected to know, understand, and use these systems and technologies for communication purposes and to advance student and staff learning.
- c) District and sites are responsible for the infrastructure needed to support, maintain, and update these systems and technologies.
- d) Technology Implementation Standards will be followed throughout the initiation, implementation, and institutionalization of technology in the District and sites.

Subd. 12. Digital Learning Curriculum: Beginning fall 2002, Small Learning Communities(SLC) will be encouraged to use digital learning curriculum and be supported by the District through staff development and access options.

ARTICLE XVII. CONFLICT RESOLUTION, MEDIATION AND GRIEVANCE PROCEDURE

Section A. Definitions:

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

GRIEVANT. "Grievant" means an individual teacher or the exclusive representative alleging a grievance. Grievant shall also mean an individual teacher who has been discharged due to lack of pupils and discontinuance of position and who retains recall rights as provided in Article XVI, Section G of this Agreement; provided, however, that such teachers may grieve only alleged violation of Article XVI, Section G 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. Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is supported and represented by the exclusive representative, and 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 that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: Principal or Immediate Supervisor Level

- a. INFORMAL DISCUSSION OF GRIEVANCE. A grievant with an alleged grievance will first discuss it with the Principal or immediate supervisor with the object of resolving the matter informally.
- b. FILING THE GRIEVANCE WITH PRINCIPAL OR 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 Principal or 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 PRINCIPAL OR IMMEDIATE SUPERVISOR. Within eight (8) days after written presentation of the grievance to the Principal or immediate supervisor, said Principal or 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 Principal or immediate supervisor, or if the Principal or immediate supervisor lack authority to grant the relief requested, the grievant may bypass Level I of this procedure and file her/his 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 Representative Level (Designated by Director of Labor Relations)

- 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.

Subd. 4. Level IV: Arbitration Level

- a. Within ten (10) days of the date of the mediation meeting if the grievance is not resolved during mediation arbitration may be requested by serving the District with a written notice of the intent to proceed with arbitration.
- b. The employer and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the grievant are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating arbitrators for their fees and necessary expenses.
- c. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.
- d. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or municipal charters or ordinances or resolutions enacted pursuant thereof, or which causes a penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.
- e. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is fewer than three, three employees may still participate in the proceedings without loss of wages.

Section D. General:

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

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

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

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

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

Section E: Conflict Resolution Process

Subd. 1. Procedures for Resolution of Staff Member Concern about Another Staff Member: The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education want to insure that every employee works in a climate of respect and support. Communication between staff members is of benefit to the students of the district while respecting the needs of all staff. To facilitate the achievement of that goal, the following procedures are established as the means to resolve concerns staff members have about another staff member's actions.

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

It is intended that:

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

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

INFORMAL RESOLUTION

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 principal/supervisor about the concern. The principal'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 principal/supervisor, Steps 1, 3, 4, 5 are skipped. Step 2 and Step 6 are then implemented with the appropriate Area Superintendent.
4. The principal/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 principal/supervisor is scheduled at the earliest convenient time to discuss the concern and resolution.
6. Staff members 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 principal/supervisor to reach resolution to the concerns raised by the staff member. If no resolution is reached and the staff members wants further discussions at the District level, then the process moves to Formal Resolutions.

FORMAL RESOLUTION

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

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

A Resolution Meeting is held to:

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

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

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

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 staff members. All parties receive copies (generally used during Steps 1-3 of procedure).
 - b) Letter of Agreement - written document that reports the resolution of concerns as a result of conference. All parties sign the agreement and each receives a copy.
3. If resolution cannot be reached, mediation may be requested by either party by petitioning the Minnesota Bureau of Mediation Services.
4. If resolution is reached as a result of mediation efforts, the settlement shall be reduced to writing and signed by all parties and the employer's representative at the conclusion of the meeting.

It is understood that any concern that has been substantiated shall be dealt with in accordance with School Board Policy and provisions of the Teacher Tenure Act, MS §122A.41, also the complaining citizen is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

MINNEAPOLIS PUBLIC SCHOOLS

Staff/Staff Resolution Meeting
Description of Events Form

Your Name: _____

Date: _____

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

MINNEAPOLIS PUBLIC SCHOOLS

Staff Resolution Meeting Summary

(Attach Description of Events Form)

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

Staff Person A:

Staff Person B:

2. What issues remain to be resolved?

Staff Person A:

Staff Person B:

3. Outcome of meeting:

Subd. 2. Procedures for Resolution of Citizen/Parent Concern about a Staff Member: The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education, want to insure that communication between parents/citizens and teachers is of benefit to the students of the District while respecting the needs of both parents and teachers. To facilitate the achievement of this goal the following procedures are established as the means to resolve concerns parents or citizens have about a teacher's actions.

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

It is our intention that:

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

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

INFORMAL RESOLUTION

1. The parent/citizen with a concern about a teacher contacts the teacher about the concern. If resolution is not achieved or if parent is unwilling to contact the teacher, then –
2. The parent/citizen talks to the principal about the concern. The principal'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.
3. The principal contacts the teacher to provide feedback to the teacher about the conversation and identifies the parent/citizen concern. If a proposed resolution can be developed by the teacher and the principal, the teacher and/or principal will contact the parent/citizen and attempt to resolve the concern.
4. If no resolution is reached after contacting the parent/citizen or if no proposed resolution can be developed, a meeting of the teacher, parent/citizen, and principal is scheduled at the earliest convenient time to discuss the concern and resolution.
5. If the teacher needs to consult, she/he should 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.
6. A resolution meeting is held with the teacher, parent/citizen and the principal to reach resolution to the concerns raised by the parent/citizen. If no resolution is reached and the parent/citizen wants further discussions at the District level, then - -

FORMAL RESOLUTION

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

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

Parent/Citizen Resolution Form 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 building level.

If the teacher or parent/citizen desire, other parties (union representatives, parent advocates) may be invited to the meeting to provide assistance to resolve the concerns. If no resolution is reached and the parent/citizen wishes assistance from a District office, then -

2. The Parent/Citizen Resolution Form is sent to the school's appropriate Associate Superintendent. The Associate Superintendent 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 Associate Superintendent to all parties as the final resolution to the issues written on the Parent/Citizen Resolution Form.

3. 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 parent/citizen. All parties receive copies. (Generally used during steps 1-3 of procedure).
 - 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 that has been substantiated shall be dealt with in accordance with School Board policy and provisions of the Teacher Tenure Act, MS §122A.41. Also the complaining citizen is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

MINNEAPOLIS PUBLIC SCHOOLS

Parent/Citizen Resolution Meeting
Description of Events Form

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

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 describe the events or issues that lead to your concerns.

MINNEAPOLIS PUBLIC SCHOOLS

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?

Parent/Citizen View:

School Personnel View:

3. Outcome of meeting:

ARTICLE XVIII. SENIORITY

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 75 percent of the time.

Seniority means the greater number of years of consecutive employment as a probationary and tenured teacher in the Minneapolis Public Schools unless herein otherwise specified.

Section A. Seniority Rights: Sabbatical leave, military service in time of national emergency, or a call to active duty in the military forces shall count as full time in determining seniority.

In all other cases of leaves of absence, teachers 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 later reemployed shall lose that seniority acquired before resignation.

In case of leave of absence of not more than one year's duration, teachers shall also retain their seniority status in the building in which they were teaching at the time they went on leave.

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, which shall report upon request to a principal needing such information to decide upon a possible transfer, or to a teacher involved in such a decision, or to any other duly authorized person or group.

Section B. Establishment of Seniority Numbers: All seniority numbers given to contract teachers prior to August 29, 1973 will stay the same.

All those whose effective dates of employment are subsequent to August 28, 1973, including those with prior long-call reserve teacher experience,¹ will be assigned seniority numbers using the following priorities in the order in which they are listed:

- a. Effective date of employment;
- b. Date the contract, signed by the teacher, was received in the Human Resources Department.
- c. Time (hour and minute) the contract, signed by the teacher, was received in the Human Resources Department.

¹ At least twenty (20) consecutive days in the same assignment and without a 60 day break in employment.

SALARY SCHEDULES

Teachers Salary Schedules "A" & "B"

"A" Effective July 1, 2001 – June 30, 2002

LANE STEP	II BA	III BA+15	IV BA+30	Va BA+45	Vb MA	Via BA+60	Vlb MA+15	VII MA+30	VIII MA+45	IX MA+60	X PhD/EdSp	XI PhD/NBPTS
1	29,521	30,179	30,824	32,051	32,051	32,997	32,997	33,939	34,895	35,684	36,474	38,170
2	30,930	31,456	32,282	33,700	33,700	34,692	34,692	35,684	36,675	37,473	38,272	39,968
3	32,567	33,033	33,891	35,550	35,550	36,566	36,566	37,488	38,610	39,576	40,542	42,237
4	34,478	34,788	35,684	37,286	37,286	38,575	38,575	39,598	40,518	41,630	42,743	44,439
5	36,066	36,579	37,535	39,002	39,002	40,301	40,301	41,403	42,643	43,767	44,891	46,587
6	37,881	38,478	39,431	41,186	41,186	42,631	42,631	43,539	44,770	46,111	47,452	49,149
7	39,849	40,445	41,450	43,637	43,637	44,806	44,806	45,773	47,111	48,385	49,659	51,355
8	44,363	45,033	45,281	45,879	45,879	47,049	47,049	48,267	49,378	50,836	52,292	53,989
9			48,614	49,079	49,079	50,093	50,093	51,337	52,707	53,867	55,024	56,720
10				53,783	53,783	54,979	54,979	55,232	55,421	56,783	58,145	59,841
11					55,695		58,392	59,421	61,317	62,883	64,450	66,145
15	45,363	46,033	49,614	54,783	56,695	55,979	59,392	60,421	62,317	63,883	65,450	67,145
20	46,863	47,533	51,114	56,283	58,195	57,479	60,892	61,921	63,817	65,383	66,950	68,645
25	48,363	49,033	52,614	57,783	59,695	62,392	62,392	63,421	65,317	66,883	68,450	70,145
30	49,363	50,033	53,614	58,783	60,695	63,392	63,392	64,421	66,317	67,883	69,450	71,145

"B" Effective July 1, 2002 – June 30, 2003

LANE STEP	II BA	III BA+15	IV BA+30	Va BA+45	Vb MA	Via BA+60	Vlb MA+15	VII MA+30	VIII MA+45	IX MA+60	X PhD/EdSp	XI PhD/NBPTS
2	31,549	32,085	32,928	34,374	34,374	35,386	35,386	36,397	37,409	38,222	39,038	40,767
3	33,218	33,693	34,568	36,261	36,261	37,297	37,297	38,238	39,382	40,368	41,353	43,082
4	35,168	35,484	36,397	38,032	38,032	39,347	39,347	40,390	41,329	42,463	43,598	45,328
5	36,788	37,311	38,286	39,782	39,782	41,107	41,107	42,231	43,496	44,643	45,789	47,519
6	38,638	39,248	40,220	42,009	42,009	43,484	43,484	44,409	45,665	47,033	48,401	50,132
7	40,646	41,254	42,279	44,509	44,509	45,702	45,702	46,688	48,053	49,352	50,652	52,382
8	45,250	45,934	46,186	46,796	46,796	47,989	47,989	49,233	50,366	51,852	53,338	55,068
9			49,587	50,061	50,061	51,095	51,095	52,363	53,762	54,945	56,124	57,855
10				54,858	54,858	56,079	56,079	56,337	56,529	57,919	59,308	61,038
11					56,809		59,560	60,610	62,544	64,141	65,739	67,468
15	46,250	46,934	50,587	55,858	57,809	57,079	60,560	61,610	63,544	65,141	66,739	68,468
20	47,750	48,434	52,087	57,358	59,309	58,579	62,060	63,110	65,044	66,641	68,239	69,968
25	49,250	49,934	53,587	58,858	60,809	63,560	63,560	64,610	66,544	68,141	69,739	71,468
30	50,250	50,934	54,587	59,858	61,809	64,560	64,560	65,610	67,544	69,141	70,739	72,468

Schedule "C" - Co-Curricular Pay Schedules

When the following activities are offered, they shall be compensated at the specified rate of pay. Activities to be offered are determined by the District.

To optimize the students' experience and relationship with the coach, the following priorities shall be considered in filling coaching positions:

1. Coach located at the school site
2. Coach working in Minneapolis Public Schools
3. Coach residing in Minneapolis
4. Coach from the Community

The following criteria have been used for assignment to coaching tiers.

1. Ratio of participants to coaches, which together with the time involved by students, creates a measure of impact on the students' lives and communities.
2. Time commitment of the coaches, including evenings and weekends.
3. Community inclusion and expectation, including the demands this places on coaches to interact with the community.
4. Issues of safety, including preventive and response responsibilities of coaches.

A further revised method of establishing rates of pay for athletic activities will be studied and presented in spring 2002. The revised method will be based on a point system or equivalent that adopts and modifies the criteria as above. The study will include district athletic directors, coaches, MPS Athletics Department personnel and Local 59 staff.

All co-curricular, athletic, intramural, elementary student activity, and extended-time program assignments and pay agreements must be in writing and made using a process approved by the site team in advance. This applies to all activities whether or not the rate of pay is listed on Schedules "C", "D", or "E" (see Article VIII).

Acceptance of a co-curricular, athletic, intramural, elementary student activity, or extended-time program (as defined in Section B.) assignment is strictly voluntary on the part of the teacher.

Co-curricular, athletic, intramural, elementary student activity, and extended-time program assignments are not part of the regular teaching assignment. Therefore, no tenure rights are attached, pursuant to the Teacher Tenure Act. MS §122A.41

C1 - Senior High Athletics

Effective July 1, 2001

	2001-02	2002-03
Athletic Director		
(for each: fall, winter, and spring)	\$3,500.	\$3,570.
Athletic Equipment Manager		
(annually)	\$4,598.	\$4,690.
Coaches:		
Tier 1: Coaching Activities Covered		
Basketball, Football, Hockey, Soccer, Swimming, Volleyball		
Rates: Head Coach.....	\$5,346.	\$5,453.
Assistant Junior Varsity and Sophomore Coaches		
(65% head coach)	\$3,475.	\$3,545.
9th Grade Coaches(55% head coach)	\$2,941.	\$3,000.
Additional Assistant Coach (45% head coach)	\$2,406.	\$2,454.
Tier 2: Coaching Activities Covered		
Baseball, Gymnastics, Softball, Track, Wrestling		
Rates: Head Coach.....	\$4,312.	\$4,398.
Assistant Junior Varsity and Sophomore Coaches		
(65% head coach)	\$2,802.	\$2,858.
9th Grade Coaches (55% head coach)	\$2,370.	\$2,418.
Tier 3: Coaching Activities Covered		
Badminton, Cross Country, Golf, Skiing, Tennis		
Rates: Coach	\$3,277.	\$3,343.
Tier 4: Coaching Activities Covered		
Adaptive Athletics (fall, winter, spring), Cheerleading (fall, winter),		
Dance Team (fall, winter), Special Olympics (city-wide)		
Rates: Coach	\$2,242.	\$2,287.

C2 - Middle School Athletics

In an effort to establish a healthy and safe environment in and out of school, the Middle School athletics program is deemed desirable and effective. The Minneapolis Federation of Teachers and Minneapolis Public Schools will continue to foster opportunities for middle school athletic and academic co-curricular activities.

To that end, Middle School Athletic coaching positions as assigned through the MPS Athletics Department shall receive the following rates of pay for the 2001-2002 and 2002-2003 school years:

Fall Sports	Football and Volleyball
Winter Sports	Boys Basketball, and Girls Basketball
Spring Sports	Softball and Baseball

Middle School Athletic Directors: \$2,100.00 per year (\$350/sport)
 K-8 Athletic Directors:\$1,800.00 per year (\$300/sport)
 Middle School Coaches:\$1,500.00 per season
 Middle School Assistants Football Coaches:\$1,000.00 per season
 K-8 Coaches:\$1,100.00 per season

C3 - Events Support Personnel
Effective July 1, 2001

When support services for the following events are contracted, providers of such services shall be compensated at the specified rate of pay.

Event Supervisor, Ticket Seller, Ticket Taker, Guard, Scorer, Timer, Event Judge, Clerk, Assistant Clerk	\$22 per Game, Match or Meet
Announcer, Head Timer, Starter (Track)	\$33 per Game, Match or Meet
Pep Band Director.....	\$55 per Night Game, \$28 per Day Game
Manager:	
Badminton	\$44 per Game, Match or Meet
Basketball	\$33 per Game, Match or Meet
Football, Day.....	\$39 per Game, Match or Meet
Football, Night.....	\$55 per Game, Match or Meet
Gymnastics	\$33 per Game, Match or Meet
Hockey	\$33 per Game, Match or Meet
Soccer, Day.....	\$33 per Game, Match or Meet
Soccer, Night.....	\$44 per Game, Match or Meet
Swimming	\$33 per Game, Match or Meet
Track.....	\$33 per Game, Match or Meet
Volleyball	\$33 per Game, Match or Meet
Wrestling	\$33 per Game, Match or Meet
Student Worker	\$14 per Game, Match or Meet

Schedule "D" - Student Activities and Programs Coaching and Coordinating

Effective July 1, 2001

When the following activities are offered, they shall be compensated at the specified rate of pay. Coaches and Coordinators undertaking activities listed in Schedule "D" shall be compensated as follows:

- Preparation and supervision of students at the hourly rate of pay
- Participation with students in half day or evening events at \$ 85
- Participation with students in full day events at \$ 175

If a coach or coordinator must be absent from school to fulfill requirements of the activity during the student day, the site shall provide a reserve teacher. Registration/participation fees and transportation shall be the responsibility of the site. Coaches or coordinators shall not draw Student Activities compensation for time spent supervising portions of activities conducted during the student day. Refer also to Article VIII.

D1 - Academic Activities

- Civics: Close-Up, Project 120
- Clubs (such as Photography, Chess, Aeronautics, Civil Air Patrol, Art, HERO, Graphics, Science, Math, Computer, Botany, Video, Stage Crew)
- Creative Writing
- Debate + District and Regional Contest
- Drama: Full Length Plays, District One-Act Plays, School One Act Plays, Homecoming Show, Stage Management
- Future Problem Solving
- Geography Bee
- History: History Day, History Fair
- Knowledge Bowl
- Language/Culture Study Abroad
- Math: Math Masters, Minneapolis Math, Math in Minneapolis, Math League, Math Team
- Mock Trial
- Music: School Musical, All-City Concert, Choral Concert, Band or Orchestra Concert, Variety Show, Jazz Band, Madrigals, Marching Band
- Odyssey of the Mind
- Quiz Bowl
- Science: Science Fair, Science Olympiad, Science challenge, Science Expo
- Speech, number of Entries + District and Regional Contest
- Spelling Bee
- Study Trips
- Tutoring
- Young Inventors' Fair

D2 - Culture/Service Learning/Student Leadership Activities

- Community Service Club
- Culture Clubs
- Friendship Groups
- Honor Society
- International Club, Language Club
- Peer Mediation Club/Council
- Student Council
- Student Newspaper
- Yearbook, Memory Book/Annual
- Related Activities

D3 - Intramural/Recreational/Sports Activities

- Dance Club
- Flagline, Pep Squad
- Intramural or Club: Basketball, Soccer, Track &Field, Volleyball, Skiing, Tennis, Wall-climbing, Weight Room, Bowling, Softball
- Outdoor Club
- Rope Power
- Related Activities

D4 - Homework Hotline:

The Homework Hotline program has been a valuable support to encourage students' daily pursuit of learning. To continue this commitment to students and their families, the District agrees to match Local 59's commitment of \$10,000 to the Homework Hotline program.

Schedule "E" - Reserve Teachers

Effective July 1, 2001

Important: Refer also to Article IX.

2001-03

Reserve Cadre Teachers:

\$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 per day for the duration of this contract agreement.
- 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.
- Cadre teachers will receive feedback on their performance from the principal or site supervisor and the teachers at the school and site. A copy of the performance feedback will be given to the Cadre teacher and the Human Resources Department by the principal or supervisor, as in Article IX, Section B, Subd. 6.

2001-03

Long-Call Reserve Teachers:

\$2500 per month

- The pay for the long-call reserve teachers shall be \$2500 per month for the duration of this contract agreement.
- Access to purchase employee-only health insurance for the duration of the long-call reserve assignment shall be provided if the long-call reserve assignment is for at least one (1) semester (90 days) or more and the long-call reserve teacher enrolls within the first thirty (3) days of the assignment. Payment for the full cost of the health coverage will be submitted by the long-call reserve teacher on a monthly basis.
- Long-call reserve assignments are assignments in which the reserve teacher serves at least twenty (20) consecutive work days in the same assignment and without a sixty (60) work day break in employment
- Each long-call reserve teacher shall also be provided the performance feedback as defined in Section B, Subd. 6.
- Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for every 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.

Short Call Reserve Teachers:

Pay scale by number of days worked:

2001-03

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

Short-call reserve teachers shall also be provided the performance feedback as defined in Article IX, Section B, Subd. 6.

Schedule "F" - Resident, Driver Education, and Mentor Teachers, Lock &Locker Managers and Elementary School Patrol

Effective July 1, 2001

Refer also to Article VII. Basic Schedules and Rates of Pay

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.
2. A Resident Teacher will be paid for the same holidays, release days, and sick leave days as the regular contract teacher.
3. 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.

Lock &Locker Managers:

Lock &Locker Managers shall be paid according to the number of lockers they are expected to manage using the following numbers of students served as the determining guide:

- | | |
|-------------------------|--------|
| • Under 400 students | \$300 |
| • 400 to 800 students | \$600 |
| • 800 to 1200 students | \$900 |
| • 1200 to 1600 students | \$1200 |
| • 1600 to 2000 students | \$1500 |
| • Over 2000 students | \$1800 |

Elementary School Patrol Coordinators:

Elementary School Patrol Coordinators shall be paid \$650.

Schedule "G" - Staff Development and Other Hourly Rates and Stipends

Effective July 1, 2001

Hourly Staff Development Rate: \$25/hr

Teachers as defined in this Agreement shall be paid, with the expectation of successful completion, for a pre-approved number of hours, at the Hourly Staff Development Rate for active participation in work-related and staff development activities outside the teacher's defined day 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; and distance learning.

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 in the teacher's Professional Development Plan includes, but is not limited to, action research, classroom coaching, and teaming.

Teachers shall be paid at this rate for each full hour of time outside the defined school day 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.

Teachers obtaining required staff development via distance learning (online) shall be compensated at a rate of one hour of hourly staff development pay for every pre-approved hour spent engaged online with the required distance learning. Time requirement expectations shall be equivalent to time requirement expectations for distance learning courses delivered under the auspices of Minnesota teacher preparation and development programs, e.g., ten (10) hours of online engagement for one (1) quarter credit of university distance learning.

Such hourly staff development payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

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

Teachers as defined in this Agreement shall be paid for a pre-approved number of hours, 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 the defined school day 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.

Such staff development stipend payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

Hourly Leadership Rate: \$30/hr

Teachers as defined in this Agreement shall be paid for a pre-approved number of hours, 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 the duty day. Regardless of when the teachers present the staff development, they shall receive one (1) additional hour at the Hourly Leadership Rate for every one (1) hour of preparation as reported up to one (1) hour of preparation for every one (1) hour of presentation. Furthermore, teachers shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes spent presenting or preparing such activities.

Such hourly leadership payments are appropriate expenditures from site Staff Development allocations as determined by the site Staff Development Committee (see Article V, Section L).

Hourly Pro-rated Rate* :

Teachers shall be compensated at the Hourly Pro-rated Rate of pay for work performed for student instructional time outside the regular day and year, such as summer school and extended day/year teachers. Such teachers are paid at their current step and lane placement computed to an hourly rate.

To compute the Hourly Pro-rate Rate, divide the teacher's current annual salary* by the teacher duty days (192); that result is further divided by the hours in the teachers' defined duty day less 30 minute duty free lunch (7.25 hr.). Furthermore, teachers shall be paid one half (½) the amount of this rate for each additional full thirty (30) minutes worked.

Hourly Flat Rate: \$25/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 (Article VIII, Section B; Schedule "D"), and for work performed beyond the teacher's defined day not otherwise defined in this Agreement.

Teachers shall be paid at this rate for each full hour of time outside the defined school day during which they participate in approved activities. In addition, they shall be paid one half (½) the amount of this rate for each additional full thirty (30) minutes worked.

Additional Hourly Rate \$15/hr.

Teachers in the categories of Success for All tutors, Teaching Associates for Direct Instruction (TADI's) and Early Childhood testers, assessors and evaluators shall be compensated at the Additional Hourly Rate of pay for work performed as specifically indicated in Article VIII, Section E. of this Agreement.

Teachers shall be paid at this rate for each full hour of time outside the defined school day 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.

* Summer school rates are calculated based on the annual pay earned in the school year in which summer session starts and the same rate remains in effect throughout that session.

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

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

President, Teacher Negotiator

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

Chairperson, Board of Education

Board Negotiator

Dated this _____ day of _____, 2002.

SECTION II
MEMORANDUMS OF AGREEMENT

ESL/Bilingual Labor Management Committee

A joint labor management shall be formed subsequent to the signing of the 2001-03-teacher contract to develop and review policies and practices relating to the delivery of ESL/Bilingual student services in the District. The committee shall consist of an equal number of members appointed by the President of the Federation of Teachers, Local 59 and the Superintendent.

Some topics, which the committee may address, include:

- Licensure rules and requirements
- Program needs
- Services to sites, teachers, and families
- Student demographics and culture
- Compliance requirements
- Licensure programs for ESL/Bilingual teachers
- Seniority concerns of ESL/Bilingual teachers
- Caseloads
- Professional Development
- ESL/Bilingual Residency Program
- Curriculum Selection and Purchasing
- Translation Services
- Preparation Time
- Other issues as agreed to by the committee

Teachers' Retroactive Pay

All teachers not retiring during the 2001-03 contract period shall have their retroactive pay computed beginning December 29, 2001. Retroactive pay from July 1, 2001 through December 30, 2001 shall be subject to the 2003 – 2005 contract negotiations and will be part of the salary settlement for that contract period.

Retroactive pay does not affect step and lane increases automatically implemented at the beginning of each year.

Teachers who are eligible for a pension from the MTRFA and who file a non-rescindable resignation form prior to the close of the 2001-02 or 2002-03 school year shall receive their retroactive pay computed back to July 1, 2001.

Teachers will receive retroactive pay in a separate check prior to Spring Break, 2002.

Third Party Billing

This Memorandum of Agreement is made and entered into by and between the Minneapolis Public Schools (“Employer”) and MFT, Local 59 (“Union”) to resolve the matter of Third Party Billing.

WHEREAS, research by the National Commission on Teaching for America’s Future, shows that advanced education and training provides the most return in public dollars for student achievement;

WHEREAS, some support specialists are in areas where their national professional organization provides opportunities for national, advanced certification beyond that required for initial licensure and earned post hiring; and

WHEREAS, Minneapolis Public Schools desires to hire qualified licensed speech clinicians, school social workers, and psychologists to work with students in the District, and

WHEREAS, that there are instances in which Minneapolis Public Schools have speech clinicians, psychologists, OT’s/PT’s, and school nurses who have earned advanced, national certification beyond initial licensure in their field after hiring; and

THEREFORE, BE IT RESOLVED, the parties hereto, acting through their respective agents, do hereby stipulate to this Memorandum of Agreement in accordance with the following terms:

BE IT FURTHER RESOLVED, that support specialist contract teachers who obtain advanced certifications beyond Masters initial licensure in their area of specialty and are in a licensure area that provide services to the students of the district through Third Party Billing shall be eligible for an additional lane change following proof of national, advanced certification; and

BE IT FURTHER RESOLVED, that the Minneapolis Public Schools and Minneapolis Federation of Teachers, Local 59, agree to offer all nationally certified speech clinicians, school social workers II, psychologists, OT’s/PT’s, and school nurses, an additional lane change following proof of national advanced certification; and

BE IT FURTHER RESOLVED, that the following national certifications shall apply:

Social Work - LICSW

Speech – ASHA-CCC

Psychology – NCSP

OT – AOTA

PT – APTA

Nurses – RN, SN license

BE IT FURTHER RESOLVED, that current employees who achieve national advanced certification shall receive a lane change retroactive to August 28, 2000.

Paper Reduction Committee

The District and the MFT shall form a joint labor management committee during the 2002-03 school year that shall consist of members appointed by the Superintendent and the President of the Federation of Teachers; and

A goal of the committee is to make recommendations to the Superintendent and the Union President to achieve change in the information systems that would result in the reduction of paperwork through elimination, reduction, revision and consolidation; and

A goal of the committee shall be to recommend a plan and timeline for implementing data integration and information management to facilitate teachers using the same data for multiple reporting requirements; and

The committee shall address the issues specific to eliminating duplication of data for such information that is collected on computer records such as:

- Student Progress Reports (report cards)
- Standards reporting to parents, district, state
- Title 1 identification and service
- Gifted-Talented identification and service
- Individual Learning Plans (ILP)
- Office of Civil Rights (OCR) compliance
- English as Second Language (ESL) service
- Individual Education Plan (IEP) Special Education
- Attendance information

The Professional Pay Plan

Phase V, 2001-2003

During the 2001/2002 and 2002/2003 school years, MFT and MPS will continue to refine and implement existing components of a Professional Pay Plan option, such as:

- ◆ Quality Performance Award grants to schools,
- ◆ National Board Certification salary schedule movement,
- ◆ Achievement of Tenure Process bonus,
- ◆ College Credit and Advanced Degree on the salary schedule,
- ◆ Union U and MPS-U Course Credit on the salary schedule, and
- ◆ Teacher Leadership development and rewards.

Teachers who receive high quality training focused on the educational needs of Minneapolis student, who demonstrate the implementation of their training and professional development in their practice, and who use student work to assess and adapt their practice should earn more and advance more quickly to higher levels of professionalism and reward.

Therefore, the purpose of offering a Professional Pay Plan option would be to provide teachers with multiple means of receiving pay, to align that pay with professional activities, and to access external funding from the state. The adoption and continuation of such an option would be contingent upon receiving and continuing to receive such funding and contingent upon approval of Minneapolis teachers.

In 2002, MFT and MPS will submit a Professional Pay Plan to the Department of Children, Families and Learning as a place-holder pending initial funding and approval of Minneapolis teachers. MFT and MPS will continue to seek and secure continuing and permanent funding. MFT and MPS will also continue to negotiate a Professional Pay Plan option for the consideration of Minneapolis teachers. Any Professional Pay Plan option negotiated will be submitted to MFT, Local 59 members for a separate vote not later than June 7, 2002.

Better Schools Referendum

The Minneapolis Federation of Teachers is committed to the improvement of student success in the Minneapolis Public Schools and, is committed to expanding and optimizing the development of the teacher/student relationship through the reduction of actual class sizes.

The Minneapolis Federation of Teachers is fully committed to the continued reduction of class size as established by the Better Schools Referendum, through state and federal legislation, and through the negotiations process; and,

Teachers, through the leadership of the Minneapolis Federation of Teachers, were essential to the passage of the referendum through personal effort and financial resources in all referendum campaigns; and,

To confirm this commitment, the District shall maintain, through its allocations of referendum, local, state and federal funds, actual class size limits, and

In the event of a change or elimination of class size funding, the limits used for class size shall revert to the historical policy on Class Size and Pupil Ratio,

This agreement shall extend for the life of the Better Schools Referendum contingent upon the continuation of the referendum levy beyond 2001.

Class Size

Elementary Schools -- Grades Kindergarten, One, Two and Three: Beginning with the 1970-71 school year, no self-contained classroom units in grades kindergarten, one, two and three shall exceed twenty-nine (29) pupils.¹

In an elementary school with one session of kindergarten the maximum class size policy will be exceeded by three pupils before an additional session will be added. If the kindergarten class size exceeds the policy in schools with one session of kindergarten, a minimum of one hour daily of paraprofessional assistance will be added.

Exceptions shall not occur in more than five percent (5%) of the self-contained classroom units in grades kindergarten, one, two and three. All exceptions to the self-contained classroom unit size of twenty-nine (29) in grades kindergarten, one, two and three shall be discussed with members of the faculty advisory committee of that particular school within five (5) school days.

Professional assistance will be added within ten (10) school days in the event class size in any self-contained classroom unit in grades kindergarten, one, two and three exceeds the maximum of twenty-nine (29) pupils.

Elementary Schools -- Grades Four, Five and Six: Beginning with the 1970-71 school year, no self-contained classroom units in grades four, five and six shall exceed thirty-five (35) pupils.²

Exceptions shall not occur in more than two percent (2%) of the self-contained classroom units in grades four, five, and six. All exceptions to the self-contained classroom unit size of thirty-five (35) in grades four, five and six shall be discussed with members of the faculty advisory committee of that particular school within five (5) school days.

Professional assistance will be added within ten (10) school days in the event class size in any self-contained classroom unit in grades four, five and six exceeds the maximum of thirty-five (35) pupils.

Target Area (Title I) Schools -- Grades Four, Five, Six: Beginning with the 1970-71 school year, no self-contained classroom units in grades four, five and six in schools eligible for Title I funds (Target Area Schools) shall exceed thirty-five (35) pupils.

¹ The following are not included in the count of classroom instructional personnel: principals, assistant principals, intern principals, administrative assistants, assistants to the principal, counselors, social workers, media specialists, special education, teachers, release time for department chairperson.

² Same as Footnote 1.

Elementary Programs -- Other Than Self-Contained Classrooms: In those elementary programs which do not utilize the self-contained classroom procedure (team teaching, departmentalization, open school, etc.), the ratio of students to licensed teaching personnel shall not exceed the established maximum for the particular grade and/or age level involved.

Secondary Schools: Beginning with the 1971-72 school year, each secondary school will be allotted classroom instructional personnel³ at a rate of at least 39 per 1,000 pupils in average daily membership. Special consideration will be given to the needs of inner city schools to provide a more favorable ratio of classroom instructional personnel.

New forms of scheduling may require a range of class size. Reasonable and equitable class size consistent with the educational goals of each school shall be established with faculty involvement. Efforts should be made to provide assistance or relief for teachers with inordinately large class loads.

Pupil-Teacher Ratio

Elementary: Beginning with the 1970-71 school year elementary schools will be allotted classroom instructional personnel⁴ at a ratio of at least thirty-eight (38) per 1,000 pupils in average daily membership with full-time kindergarten teachers counted as two (2).

Beginning with the 1971-72 school year, elementary schools will be allotted classroom instructional personnel⁵ at a ratio of at least thirty-nine (39) per 1,000 pupils in average daily membership with full-time kindergarten teachers counted as two (2). Special consideration will be given to the needs of inner-city schools to provide a more favorable ratio of classroom instructional personnel.

Secondary: Teacher allotment by school and department will reflect an effort to make teacher-pupil load and class size more equitable insofar as scheduling variations in school programming permits. In addition, individual teacher schedules shall be established which provide for more equally distributed class and pupil loads throughout the day.

Teachers shall be assigned daily no more than five (5), 56 minute instructional periods and a homeroom period.

Exceptions to these assignments must have the annual concurrence of the teacher or the majority of the teachers directly involved.

In making teacher assignments, the number of separate preparations for any one teacher should not exceed three in any one instructional day. Achievement grouping within a specific course shall not be interpreted as separate preparations. Exceptions will be made for teachers who desire more than three (3) preparations. Under exceptional circumstances the principal may request that teachers accept assignments of more than three (3). In such cases, the teacher may be relieved of homeroom duties or some other suitable adjustment may be made.

Individual teacher schedules which require four consecutive conventional instructional period assignments without a break for lunch or intervening preparation period shall be avoided. Exceptions may be made for teachers who desire this type of assignment and those who are assigned two (2) hour classes.

A teacher of specialized subjects may be required to have more than three (3) preparations in one instructional day if there is not sufficient student enrollment in individual courses to establish a maximum of three (3) preparations for that teacher.

It is recognized as a goal that the assignment of teachers to lunchroom supervision, building patrol, study hall supervision or other non-instructional duties should be kept at a minimum. Qualified personnel shall be employed to perform these duties within budgetary limitations. Teachers shall not be required to dispense medication to students.

³ Same as Footnote 1.

⁴ The following are not included in the count of classroom instructional personnel: principals, assistant principals, intern principals, school social workers, media specialists, special service teachers and a special teachers of the mentally retarded.

⁵ Same as Footnote 4.

Teacher Emeritus

Teachers who have retired from the Minneapolis Public Schools are eligible to apply for Teacher Emeritus position. Teachers will apply for the position. Criteria for selection will be based on demonstration of exceptional teaching, use of best practices in their instruction and mentoring skills. The Career-In-Teaching and Professional Development Services will administer the selection, induction, and training of teachers in the program.

- specialized teaching and mentoring to classrooms where PSP/IA procedures are in place and require intensive teaching to ensure learning.
- tutoring services to small groups of students at sites in reading and math basic skills such as in Success for All programs and high school students who have not passed the Eighth Grade Basic Skills Test.
- specialized courses requiring only a few sections in the master schedule at middle and high schools.

A teacher would contract with a site or CIT to provide the service. The teacher and site would determine compensation for, schedules and duration of the services. The schedule would be variable based on the needs of the site.

A teacher could work:

- every day from September to December
- half days five months of the year
- in summer school and a after school extended day schedule
- for 4 weeks in one site providing intensive assistance to students five times during the school year
- 1-3 classes in one semester
- mentor a cadre of teachers
- other negotiated services needed by a site

The total compensation for services, consistent with IRS and MTRFA conditions **could be:**

Salary	=	\$9,600 (up to retirement earnings cap)
1 Year of Full Family Health, Dental, Critical Health Illness, and Long Term Care Insurance	=	\$6,000 (\$249/month for single already paid)
Flexible Spending Account	=	\$3,000
Use of District Laptop Computer	=	<u>\$700 (per year)</u>
Total	=	\$19,300 for up to .5 F.T.E. of service

Expanded Roundtable

The Expanded Roundtable, upon the recommendation of the staffing subcommittee of the Professional Leadership Team, will define the scope and specifics of the incentives to be directed toward current sixth grade teachers to move from elementary schools to middle schools for the grade reconfiguration, as a part of the middle school reform platform.

In addition, the District agrees to commit to programs designed jointly by the District and the staffing subcommittee of the Professional Leadership Team for the purpose of mentoring new teachers, reducing turnover at certain sites, enhancing specific skill sets of staff at sites with high turnover rates, and other diversity issues. Diversity shall be defined as ethnicity, experience and gender.

Psychological Services

WHEREAS the Minneapolis Federation of Teachers is committed to the improvement of student success in the Minneapolis Public Schools: and

WHEREAS the current staffing allocation of school psychologists limits the provision of appropriate services supported by best practice in a timely manner to both students and staff by enforcing unreasonable caseloads and a lack of equity with other support personnel: and

WHEREAS due process mandates a response to all assessment requests within state timeliness psychologists are prevented from receiving preparation time and duty-free lunch as guaranteed in contract:

THEREFORE BE IT RESOLVED, that the number for full time equivalent psychologists will increase by four (4) during the 1999-2000 contract year:

BE IT FURTHER RESOLVED, that the number of full time equivalent psychologists will be further increased to make progress toward ratio goals during the 2000-2001 contract year:

BE IT FINALLY RESOLVED, that within a five year period beginning in 1999 the number of full time equivalent psychologists will be adjusted each year so as to continue to make progress toward reaching and maintaining a ratio of 1: 1000.

Access To Instructional Equipment And Materials

A. First Access: Teachers shall have first access to instructional equipment and materials which the District plans to sell. First access shall include the dissemination of a list of all instructional equipment and materials including descriptions, quantities, and prices of the materials and equipment to the Minneapolis Federation of Teachers for distribution to all teachers prior to the sale.

Whenever possible, the District shall attempt to include equipment and materials planned for sale in the regular instructional inventory for use by teachers at their schools.

B. Written Verification: Written verification by the District as required by IRS guidelines shall be provided to teachers who purchase educational supplies, materials, textbooks or equipment identified by the teacher as necessary for use in the classroom, whether the supplies, materials textbooks or equipment is purchased from the District or from retail or wholesale outlets.

Supplies for Learning

Beginning 1999-2000, the District shall establish a fund from the sale of used technology equipment, materials, books, furniture, etc. that shall be dedicated to supporting student learning through the purchase and distribution of classroom supplies to teachers through Stores and Equipment.

Family and Student Satisfaction Surveys

(see also **Article V, Section E, Family and Student Satisfaction Surveys**)

To provide valuable feedback to teachers, a family survey will be designed by the District Professional Development Process Committee including family and community groups. Family surveys will be translated by the District for communities in the District. The survey questions will focus on home support, family involvement and family-teacher communications. A family will provide comments on student progress and any other relevant feedback.

A suggested survey form will be distributed to teachers in the District for their review fall of 1999. A final survey incorporating suggested changes and agreed upon by the District PDP Committee will be distributed to sites for use by teachers and families.

Teachers will distribute the surveys on a fixed date to families of their students. The form will advise the families that they are encouraged to discuss any issues directly with their child's teacher. Families will be informed that they may send a copy of the completed survey to the principal of the school.

The student survey has been designed by the Citywide Student Advisory and is available in the PDP manual. Teachers will distribute surveys to their students at least every semester or marking period.

A site may request approval of an alternative form of either a student or family survey from the District PDP Committee.

As part of the Professional Development Process to improve instruction, the results of completed student and family surveys may be used by the teacher for feedback and reflection with their PDP team, and administrators may bring the feedback sent to them by parents to the PDP team. Family and student survey feedback is an expectation of the Achievement of Tenure and the annual PDP for all tenured teachers.

Outside Vendors for Instructional Services

In a learning organization, it is the employees whom the District seeks to develop, invest in, and enhance their skills in order to improve their success with students. The District is committed to increasing the capacity of its teachers. The criteria for hiring any outside vendor of services to student is as follows:

A vendor will deliver instructional services to students in order for the District to:

1. Determine the efficacy of small pilot programs being considered for implementation by MPS employees.
2. Provide temporary services at a site in need of intensive assistance and support.
3. Fill a position that is outside the regular contract for extended learning time for students that no MPS employees choose or are qualified to deliver.

As part of a contract with the vendor, a plan will be developed that includes timelines and funding sources for building the capacity of existing staff to deliver the service in the future.

Vendors will adhere to District Standards for Exemplary Staff Development.

Teachers as defined in the contract will not be displaced and will continue doing the same or similar work.

The pay for instructional services beyond the defined day for teachers shall be the pay as determined by the terms of the Contract Agreement whenever currently employed teachers on active duty are the service providers.

City of Minneapolis Residency

Minneapolis teachers who live in Minneapolis enhance the level of trust and commitment between MPS teachers and the community. The parties agree to explore and implement incentives to influence the number of teachers who live in Minneapolis.

Section 1: A Joint Committee. The Minneapolis Federation of Teachers and the District shall establish a joint committee consisting of members of the Minneapolis Federation and the District staff.

Section 2: The Joint Committee will explore the following incentives in the areas described in the City of Minneapolis Residency Report* and work with a central contact person to implement them during spring 2000.

- Hiring Preference and or bonus given like qualifications, living in the city given preference or bonus at end of year
- Transportation Allowances – Bus
- Day care/Latch – expectancy of sliding scale
- External Housing, e.g. home loans (housing stock), rehab
- Discounts at city owned events
- Moving expenses
- Placement for children of district employees

*In March, 1995 the school board accepted the report "Residency Incentives: Creating Incentives for District Employees to Live in the City of Minneapolis".

SECTION III
ACTIVE SELECTED POLICIES OF SPECIAL SCHOOL DISTRICT #1

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

COMMUNITY RELATIONS

Gifts to School Personnel

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

Policy

adopted: 4/25/67

revised: 1/30/73

COMMUNITY RELATIONS

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

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

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

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

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

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

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

Legal Reference: Repealing Minnesota Statutes, 1971, Section 126.19

Replaced by Chapter No. 92, Section 126.19, 1974

Policy

adopted: 4/25/67

revised: 4/14/92

COMMUNITY RELATIONS

External Funds

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

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

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

Policy

adopted: 4/25/67

revised: 2/12/91

3000

BUSINESS

Code of Ethics

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

Policy

adopted: 11/12/91

revised: 4/14/92

Section 4 and 5 of the Code of Ethics

4. Fair and Equal Treatment

- A. Use of Public Property. No public official or employee shall request or permit the use of school district owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as school district policy for the use of such official or employee in the conduct of official business.
- B. Obligations to Citizens. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

5. Conflict of Interest

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

- A. Incompatible employment--holding a position in addition to a public position which interferes, or may interfere, with proper discharge of the public duty.
- B. Use of confidential information, obtained as a result of public position, for personal gain.
- C. Soliciting of personal gifts and favors by a public official or employee.
- D. Any use of official position for personal gain.
- E. Holding (possession) investments which interfere, or tend to interfere, with the proper discharge of public duty.
- F. Representation by public officials or employees of private interests before the Minneapolis Board of Education or departments and participation in the profits from such representation.
- G. Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest without full disclosure.
- H. Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.
- I. Entry into contracts or other conduct of business for profit by a business in which a public official or employee has substantial or controlling interest, especially when the public official or employee can influence such contract or business because of her/his public position.

BUSINESS

Budget Preparation-Pensions

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

Policy

adopted: 10/30/90

3265

BUSINESS

Disposition of Usable/Obsolete Materials

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

Policy

adopted: 10/9/73

revised: 10/30/90

4000

PERSONNEL

Equal Employment Opportunity Policy

Compliance

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

Coverage

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

Implementation

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

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

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

Policy

adopted: 5-26-81

4002

PERSONNEL

Harassment and Violence

I. GENERAL STATEMENT OF POLICY

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

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

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

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

The School District will investigate all complaints, either formal or informal, verbal or written, of actions or statements which may constitute sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference or other improper harassment or violence and will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who harasses or is violent toward any pupil, teacher, administrator or other school personnel of the School District. The School District also reserves the right to discipline any student or employee for derogatory sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference related statements or conduct which do not constitute illegal harassment or violence on the aforementioned bases but nonetheless are inappropriate.

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

A. Sexual harassment (including sexual orientation and affectional preference) definition.

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education or of transacting business with the School District; or
 - b. Submission to or rejection of that conduct or communication by a person is used as a factor in decisions affecting that individual's employment, education or business with the School District; or
 - c. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a person's employment, education or business

with the School District, or creating an intimidating, hostile or offensive employment, education or business environment.

2. Sexual harassment includes but is not limited to the following behaviors:
 - a. Unwelcome statements of a sexual nature;
 - b. Unwelcome solicitation or pressure for sexual activity;
 - c. Intentional brushing against, patting or pinching of another's body;
 - d. Requests for sexual favors accompanied by implied or overt threats concerning an individual's employment, education or business with the School District;
 - e. Requests for sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, education or business with the School District; or
 - f. Any sexually motivated unwelcome touching.
 3. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.
- B. Racial\ethnic harassment definition. Racial\ethnic harassment consists of physical or verbal conduct relating to an individual's race\ethnicity when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- C. Religious harassment definition. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- D. Disability harassment definition. Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- E. Other forms of general harassment definition. General harassment is defined as acts of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with person's who are subjected to harassment based on the categories identified above, subordinate relationships (in class or on the worksite), student to staff relationships, and peer to peer relationships, when the act:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- F. Sexual violence definition.

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute Section 609.341 Subd. 5, includes the primary genital area, groin, inner thigh, buttocks or breast.
2. Sexual violence may include, but is not limited to:
 - a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
 - e. In any of these cases listed above, touching of the clothing covering the immediate area of the intimate parts.
- G. Racial\ethnic violence definition. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.
- H. Religious violence definition. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.
- I. Disability violence definition. Violence based on a disabling condition is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.
- J. Assault definition. Assault is:
 1. An act done with intent to cause fear in another of immediate bodily harm or death;
 2. The intentional infliction of or attempt to inflict bodily harm upon another; or
 3. The threat to do bodily harm to another with present ability to carry out the threat.

III. REPRISAL

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

Policy

adopted: 12/18/90

revised: 11/9/93

4002A

PERSONNEL

Harassment and Violence

I. REPORTING PROCEDURES

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

reporting harassment or violence directly to the School District's Affirmative Action Administrator or to the Superintendent.

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

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

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

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

- C. Submission of a good faith complaint or report of sexual, racial\ethnic, religious, or disability harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments. The School District will discipline or take action against any pupil or employee who supplies information that is determined to have been falsely and maliciously supplied.

- D. Use of formal reporting forms is not mandatory.

- E. The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

II. INVESTIGATION

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

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

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

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

The investigation will be completed as soon as practicable. The School District Affirmative Action Administrator shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board.

The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

III. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the School District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and School District policies.
- B. The result of the School District's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School District in accordance with state and federal law regarding data or records privacy.
- C. In all cases, the School District reserves the right to refer the results of its own investigation to the criminal authorities for possible criminal charges, whether or not the School District takes any action on its own account.

Policy

adopted: 12/18/90

revised: 11/9/93

4020

PERSONNEL

Tobacco Use Policy

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

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

Policy

adopted: 4/11/89

4025

PERSONNEL

Drug-Free Workplace and Drug-Free Schools

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

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

Employees, volunteers and contracted service providers of the School District are required to abide by the terms of this policy. Employees are required to inform the School District if convicted of a violation of a criminal drug statute if the violation occurred in the workplace. Employees must notify the School District within five (5) days

of the conviction. A conviction under this paragraph will be treated as a violation of this policy and will result in immediate discharge.

Legal Reference: 20 U.S. C. 3474

Drug-Free Workplace Act - 1988

Drug-Free Schools and Communities Act - 1986, 1989 (P.L. 101-226)

Policy

adopted: 1/8/91

revised: 3/23/93

4027

PERSONNEL

Suspension of Employee Charged With A Criminal Violation

Employees of Special School District No. 1 may be suspended with or without pay from the date when charged with a criminal violation or from the time the District or the police initiate an investigation of alleged misconduct. The determination as to whether the suspension will be with or without pay shall be made on a case by case basis. Such a determination will consider, but not be limited to, factors including the seriousness of the charge and whether the matter is job related or non-job related. Nothing in this policy precludes the Board of Education authority to suspend, with or without pay, based on conduct unbecoming an employee. An employee suspended without pay pursuant to this policy who is subsequently acquitted, shall be made whole for the wages lost by reason of the suspension, unless the employee has also been suspended for conduct unbecoming an employee. Such back pay will include lost wages minus other employment income earned during the suspension.

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

Policy

adopted: 5/28/91

4028

PERSONNEL

Criminal Background Checks

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

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

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

Legal Reference: Minn. Stat. § 299C.60 et seq.

Policy

adopted: 3/23/93

4030

PERSONNEL

Workers' Compensation

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

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

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

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

Legal Reference: M.S. 176

Policy

adopted: 3/02/90

5000

STUDENTS

Mission Statement

The purpose of the Minneapolis Public Schools is to ensure that all students acquire the knowledge, skills, and positive attitude toward self and others to solve problems, think creatively, continue learning and develop their maximum individual potential for leading productive lives to meet their needs in a complex, diverse and changing society. The Minneapolis Public Schools is a learning community of students, staff, families, and citizens. This learning community will work together to provide educational programs of excellence that are integrated, multicultural, gender fair, and disability aware.

The Minneapolis Public Schools will work with other agencies and members of the learning community in order to accomplish this mission.

Policy

adopted: 4/25/67

revised: 1/28/92

amended: 10/13/92

5100

STUDENTS

Attendance

State attendance laws inherently proclaim the belief that children not only have the right to an education but also an obligation to secure it. In Minnesota, every child between the ages of 7 and 16 years shall attend an approved public or private school each year during the time the public schools are in session.

Once a child under the age seven is enrolled in a public school, the child is subject to compulsory attendance provisions. A parent or guardian may withdraw the child for good cause determined by the School Board or its designee; any dispute regarding withdrawal must involve a neutral third-party facilitator.

The promotion of regular attendance is a joint responsibility of the parent, teacher, principal, school social worker, counselor, and others who work with school children. The principal is responsible for the coordination of attendance work in each building. The school social worker shall serve as field worker in attendance.

Legal Reference: M.S. 120A.20, M.S. 120A.22, M.S. 120A.26

M.S. 120A.28, M.S. 120A.30, M.S. 120A.32

Policy

adopted: 4/25/67

revised: 4/24/90

5200A

STUDENTS

Procedures for Application of the Citywide Discipline Policy

The Citywide Discipline Policy will be enforced by all principals and staff on a citywide basis.

DEFINITIONS

As used in Minnesota Statute sections 121A.40 to 121A.72, the terms defined in this section shall have the meanings assigned them.

"Dismissal" means the denial of the appropriate educational program to any pupil, including exclusion, expulsion, and suspension. It does not include removal from class.

"Exclusion" means an action taken by the school board to prevent enrollment or reenrollment of a pupil for up to one year.

"Expulsion" means an action taken by the school board to prohibit an enrolled pupil from further attendance for a period not to exceed one year.

"Parent" means (a) one of the pupil's parents, or (b) in the case of divorce or legal separation, or if the child's mother was not married to the child's father when the child was conceived nor when the child was born, the custodial parent.

"Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.

"Pupil" means any student with or without a disability under 21 years of age eligible to attend a public elementary or secondary school.

"Suspension" means an action taken by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of no more than ten school days. If a suspension is longer than five days, the suspending administrator must provide the superintendent with a reason for the longer suspension.⁶ This definition does not apply to dismissal from school for one school day or less. Each suspension action shall include a readmission plan. The readmission plan shall include, where appropriate, a provision for alternative programs to be implemented upon readmission. Suspension may not be consecutively imposed against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to surrounding persons or property. In no event shall suspension exceed 15 school days, provided that an alternative program shall be implemented to the extent that suspension exceeds five days.

Repeated misbehavior will result in one or more of the following:

- Referral to in-school support services
- Referral to an outside agency
- Administrative transfer to another school
- Recommendation for expulsion

Police will be involved wherever laws have been broken, and parents/guardians and students will be made aware of their rights under the law.

Inappropriate student behavior not addressed in the citywide policy will be handled at the building level. Building discipline policies may provide specific consequences for inappropriate behavior addressed in this policy. Each building will develop a discipline policy.

⁶ An explanation on the suspension form is sufficient notification to the superintendent for the longer suspension.

WEAPONS

"Weapon" means any firearm, whether loaded or unloaded, any device or instrument designed as a weapon or through its use capable of threatening or producing great bodily harm or death, or any device or instrument that is used to threaten or cause bodily harm or death and combustible or flammable liquids. Some examples of weapons are: guns (including pellet guns, look-alike guns and non-functioning guns that could be used to threaten others), knives, clubs, metal knuckles (used in a threatening manner), *numchucks*, throwing stars, explosives, stun guns, ammunition, and mace.⁷ A student who finds a weapon on the way to school or in the school building and takes the weapon immediately to the principal's office shall not be considered in possession of a weapon.

Possession of a weapon will result in (1) an initial suspension for five (5) days; (2) confiscation of the weapon; (3) notification to the police liaison officer; and (4) a recommendation to the superintendent that the student be expelled. All information shall be forwarded to the District offices for evaluation and/or disposition. The Superintendent and/or her/his designee shall determine if expulsion proceedings shall be undertaken and shall make a recommendation to the Board of Education if expulsion is warranted.

Students in grades K-3 who violate the weapons policy will be suspended from the classroom or from the building for a period not to exceed three (3) days. Students in grades 4-6 who violate the weapons policy shall be suspended up to five (5) days and may be recommended for expulsion depending upon the circumstances surrounding the offense. Any student in grades 7-12 shall be recommended for expulsion. Students with disabilities will be dealt with pursuant to regulation 5200 C.

Please take notice that all violations of this weapons policy must be referred to the police. Students found in possession of any dangerous weapon on school grounds may be subject to felony charges pursuant to Minn. Stat. § 609.02, Subd. 1(a).

ASSAULT

1. A threat of bodily harm or death to another person, without material physical contact, will result in a parent/guardian conference and an initial suspension of up to five (5) days.
2. A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon shall be dealt with under the preceding section of this policy dealing with "weapons".
3. Students in grades 4-12 who engage in fighting with another person will be suspended from the classroom or from the building for three (3) days. Students in grades K-3 will be suspended from the classroom or from the building for a period not to exceed three (3) days. Fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving or scuffling".
4. Direct attack with a weapon: Direct attack with a weapon shall be dealt with under the preceding section of this policy dealing with "weapons".
5. A direct attack on another person: Students in grades K-3 will receive a one to five day suspension and may be administratively transferred to another education setting. Administrative transfer does not ensure the same program choice. Students in grades 4-12 will be initially suspended for five (5) days. The student may be administratively transferred to another educational setting or may be recommended for expulsion. A second offense will result in a recommendation for expulsion.
6. Students with disabilities will be dealt with pursuant to regulation 5200C.

SEXUAL HARASSMENT/SEXUAL VIOLENCE/INDECENT EXPOSURE

1. Sexual harassment, sexual violence and indecent exposure shall result in immediate suspension with disposition dependent upon offense. This may involve a parent conference, involvement of school support staff, psychological evaluation and/or police referral and recommendation for expulsion. See Policy #4002 - Sexual Harassment and Sexual Violence.

⁷ Although mace is considered a weapon under this policy, parents of a student may make special arrangements with the building principal if a student needs to carry mace for defensive purposes outside the school setting. Such arrangements shall be made in advance for the student to check the mace into the school office.

ALCOHOL AND OTHER DRUGS

1. Possession and/or use of alcohol, controlled substances, mood-altering substances, or misuse of prescription drugs will result in the following consequences:
 - a. Elementary students: One day suspension, with in-school suspension recommended; parent/guardian conference; and referral to an elementary multidisciplinary chemical awareness team as appropriate.
 - b. Secondary students:
 - 1) First offense: Three (3) day suspension; conference with parent/guardian; referral to building multidisciplinary chemical awareness team for assessment.
 - 2) Second offense: Five (5) day suspension; conference with parent/guardian; recommendation for community-based evaluation with involvement of building multidisciplinary chemical awareness team.
2. Sale or attempted sale of alcohol, controlled substances, mood altering substances or prescription drugs will result in a suspension for five (5) days and police referral. The principal may recommend expulsion.

USE OF TOBACCO

Use of tobacco within a school building, on school property, in school leased or owned vehicles and at school sponsored events off campus is prohibited according to Policy #4020. Students using tobacco in the school building or in a school leased or owned vehicle will be suspended either from the classroom or from the building for one (1) day and the parents will be notified. Progressive discipline may be imposed for repeat offenses up to five (5) days.

VERBAL ABUSE AND DISRESPECT OF SCHOOL STAFF AND STUDENTS

This conduct includes, but is not limited to, refusing to comply with reasonable requests from school authorities; directing profanity and verbal abuse toward adults and/or students; displaying behavior which is intended to be demeaning, derogatory or confrontational. Some examples include refusing to follow instructions, name calling, vulgar gestures, racial epithets, etc. A student may be suspended either from the classroom or from the building for three (3) days. Primary students (K-3) will be suspended either from the classroom or the building for one (1) to three (3) days.

PERSONAL THEFT (EXTORTION, LOCKER BREAK-INS)

Students will be suspended for three (3) days. A police referral will be made and parent/guardian will be notified.

SCHOOL PROPERTY DAMAGE (VANDALISM, ARSON, THEFT)

Students will be suspended for three (3) to five (5) days. The student will be referred to the police or arson squad and will be held responsible for payment of damages or as determined by the court and may be recommended for expulsion.

IMPROPER ACTIVATION OF FIRE ALARMS

Students will be suspended for two (2) days, and shall be referred to the fire marshal and police liaison officer.

TRESPASSING (UNAUTHORIZED PRESENCE)

Students with an unauthorized absence from their home school, found present without permission at another Minneapolis Public School or on Minneapolis school property, may be suspended for up to five (5) days.

BUS DISCIPLINE

Students riding school busses are subject to provisions of the Citywide Discipline Policy. Violations may result in discipline as provided for by the Citywide Discipline Policy, including suspension, expulsion, and/or exclusion.

Breaking of school district bus rules will result in the denial of transportation privileges upon notification of the parent/guardian.

The principal, in consultation with the Transportation Department, will determine the length of time transportation privileges are denied.

TRUANCY

Daily school attendance is important and continued unexcused absence will result in the application of compulsory attendance and other applicable laws.

TARDINESS

Habitually tardy students will be treated as truants.

Each building will have clearly stated rules and procedures to be followed by staff. The procedures may include the following:

- Problems resolved within the classroom by the teacher
- Parent/teacher cooperation via telephone conversation or conference
- Referral made to student's counselor
- Referral made to building administrators
- Conference between social worker, parent, teachers, counselor, administrator, or part of this group
- Programs for in-house suspension
- Suspension from school
- Police involvement
- Court referral
- Administrative transfer to another school
- Referral to in-school support services
- Referral to an outside agency
- Exclusion from school

Legal Reference: M.S. 121A.40 – 121A.72
 M.S. 609.66
 M.S. 609.02
 Minneapolis City Ordinance 393.51
 Minneapolis City Ordinance 385.320

Regulation adopted as part of the "Five-Year Plan" 4/20/82

Regulation

adopted: 6/12/84

revised: 8/31/95

5290 B

STUDENTS

Special Situations for Free or Reduced Tuition

- I. Any nonresident student or above-school-age student who has attended the Minneapolis Public Schools continuously since January 1, 1977, whether on a tuition-paying basis or not, and any brother or sister of such a student, whether related to that student by blood, adoption or marriage, and any foster child of that student's parents, may attend school on a tuition-free basis.
- II. Any student born on or before January 1, 1978, but who was adopted after January 1, 1978, and whose adoptive parents owned or were tenants upon land in this district and paid taxes thereon, and any brother or sister of such a student, whether related to that student by blood, adoption or marriage, and any foster child of that student's parents, may attend school in this district on a tuition-paying basis, except that the amount of school taxes paid by the adoptive parents may be applied in payment against the tuition amount.
- III. A citizen of a foreign country who participates in a foreign student exchange program approved by the Administrator for Information and Technology may attend school without payment of tuition. A list of approved programs will be distributed.
 1. A person or group wishing to sponsor a foreign student must contact the principal of the school the student wishes to attend in order to initiate registration procedures.
 2. The student must live within the Minneapolis school district while in the United States.

IV. Children of School District Employees

Tuition may be waived for the nonresident pupil to participate in the regular instructional program in cases where the parent is a full-time employee of the Minneapolis Public Schools. Application for this tuition waiver should be addressed to the Administrator for Information and Technology who has authority to grant such a waiver on an annual basis. This tuition waiver must be renewed annually. This tuition waiver applies only to the regular school year program, and to Summer School, if there is space available. Children of district employees may be given preference for assignment to the school at which their parents work. Preference for assignment to other district programs or school buildings will not be given. Instead, these students will be placed through the CPAC (Central Placement and Assessment Center) Welcome Center if they are enrolling in grades K-6. Students wishing to enroll in grades 7-12 may do so at the school they wish to attend. Principals will have the authority to accept them if the school has space, if the enrollment is compatible with desegregation guidelines, and if there is not a waiting list for enrollment at that school. Employees requesting a tuition waiver and placement under these provisions must submit their requests in writing by March 15 each year.

On May 30, 1995, the Board of Education adopted the Residency Incentives Task Force Report. That report contained the following recommendation:

"School preference. Currently, there is a preference option for teachers who have children attending the school where the teacher teaches. The residency Incentives Task Force recommends that the school preference option be expanded for District employees who live in the City of Minneapolis. The Residency Incentives Task Force recommended the preference option apply to all employees and be patterned similar to the "sibling preference" arrangement."

School and Site Services has the assignment to develop an implementation plan.

V. Waiver of Tuition for Nonresident Pupils for Continuing Education

Tuition may be waived for nonresident pupils to complete a school year provided the pupil has completed at least 30 days during the current school year in their resident school. Waiver of tuition may be granted by the Administrator for Information and Technology upon the recommendation of the local building principal and the supervising Associate Superintendent.

Regulation

adopted: 8/28/73

revised: 9/26/89

5350

STUDENTS

Student Records

All student record information, including the cumulative record card and folder information which are kept on a semi-permanent or permanent basis shall be shared upon request of the student or parent-guardian. However, records which relate to medical or psychiatric treatment need not be disclosed.

Semi-permanent and permanent data are defined as collected information and written comments which are intended to be kept beyond the school year in which they are written.

Records of instructional personnel which are in the sole possession of the maker thereof and are not accessible or revealed to any other individual except a substitute teacher, and are destroyed at the end of the school year, shall not be deemed to be government data.

Both students and parents have the right of access to records until the student is no longer a minor. When the student reaches age 18, the parental right of access is extinguished, and student approval must be obtained.

A parent who has had her/his parental rights terminated by an order of an appropriate court, a certified copy of which order has been furnished to the principal and/or appropriate school authorities of the school in which the student in question is enrolled, shall not have access to information concerning her/his child.

No distinction regarding access to information shall be drawn between a parent having custody of the student in question and a parent not having custody of the student in question.

A guardian ad litem appointed by a Court pursuant to Minnesota Statutes 260.155, Subd. 4, "to protect the interests of the minor," should have access to the same school information as would be available to a parent.

Parents and students of the school district should be kept informed of their rights through school publications to (a) inspect and review student record information, (b) challenge the content and accuracy of student record information, and (c) request the correction or deletion of inaccurate or misleading data.

School Personnel

Cumulative record information will be available to employees of the Minneapolis Public Schools as it relates to their school functions and responsibilities. Other school personnel may review the records with the specific approval of the school principal and/or appropriate school authorities.

Other Persons

A student's records may be seen or reviewed only with the written permission of the parent or the student except under the following circumstances:

1. Employees of the school district have access to school records in connection with their school functions and responsibilities:
2. Student records will be forwarded to other public schools and post-secondary educational institutions to which a student transfers or applies for admission, or in which he or she enrolls.
3. Student records will be forwarded to scholarship and financial aid sponsors to whom the student is making or has made application for aid.
4. Researchers, with permission of the Superintendent may examine school records and report information which does not identify individual students.
5. Student records may be released to the County Attorney's Office to enforce compulsory attendance laws.

In addition, federal and state statutes and regulations permit certain individuals and agencies to see educational records without parent or student permission. Accordingly, student records may be shown to the following:

1. To state and federal agencies as required by law or in connection with auditing of federal and state grant-in-aid programs.
2. To individuals in compliance with a court order or a lawfully issued subpoena. Information will not be released pursuant to subpoena prior to actual notification of the parents or student. The school district attempts to notify the student or parent of a court order prior to release of the information.
3. To accrediting agencies.
4. To appropriate persons in a health or safety emergency.

"Student" includes a person currently or formerly enrolled or registered, and applicants for enrollment or registration at a public educational agency or institution.

List of Parents and Pupils

Lists of names and addresses of parents and pupils in the school district generally or at any particular school shall not be released. The only pupil information which can be released to the public, community groups or government agencies is confined to that information which the Minneapolis Public Schools have designated as "directory information" as follows:

- 1) Name, height and weight of individual members of athletic teams.
- 2) Name of recipient and the name of the award or scholarship.
- 3) Names of participants in officially recognized school activities.

All other data collected regarding individuals is Private Data.

If an individual (parent or student) does not wish to have this type of directory information made public, he or she should notify the school principal within 30 days of Minneapolis Public Schools data practices notice; the names of the students will not be included in athletic rosters, listing of awards and scholarships, and similar publications.

Legal Reference: M.S. Chapter 13, Minnesota Rules Chapter 1205
20USC, Sec 1232g, 45CFR, Part 99

Policy

adopted: 4/25/67

revised: 4/24/90

STUDENTS

CO-CURRICULAR ELIGIBILITY

Requirements for Participation in Athletics and Other Co-curricular Activities

The educational philosophy of the Minneapolis Public School District holds that academic achievement is of paramount importance. All student activities outside of the classroom should reflect this philosophy; therefore, beginning with the 1990-91 school year, any high school student who wishes to participate in co-curricular activities and/or athletics must have a 2.00 Grade Point Average (G.P.A.) on her/his report card the trimester/semester prior to participation.

Co-curricular activity shall be defined as a school sponsored competition, festival, production or show in which the student does not receive a classroom grade.

Policy

adopted: 2/27/90

5635

STUDENTS

Reporting of Maltreatment of Minors and Vulnerable Adults (Physical Abuse/Sexual Abuse/Neglect)

All professional school personnel, including administrators, teachers, counselors, social workers, nurses, and psychologists shall report suspected cases of child abuse and child neglect in the areas of food, shelter, clothing and medical care and are encouraged to report suspected cases of other kinds of child neglect to the building principal. The building principal or designee will make an immediate oral report followed by a report in writing to the appropriate Operations Superintendent and to either the Hennepin County Welfare Department, Child Protective Services Division, or to the Police Department.

In the case of suspected physical or sexual abuse, the oral report shall be made prior to notification of the parents, and the Welfare Department or Police Department shall be consulted about the manner in which the parents may be notified.

Legal Reference: M.S. 626.556
M.S. 626.557

Policy

adopted: 5/10/77

revised: 6/12/84

5635 A

STUDENTS

Guidelines For Reporting Alleged Maltreatment Of Minors**What Must Be Reported.**

State law mandates that school personnel report alleged physical/sexual abuse and/or neglect by individuals, regardless of whether these individuals are District employees or guardians/family members. Reports of alleged physical/sexual abuse and/or neglect shall be made to the local welfare agency, police department or the county sheriff.

Definitions.

Physical Abuse

"Physical abuse" means any physical or mental injury, or threatened injury, inflicted by a person responsible for the child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child, such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, baby-sitter, counselor, or coach) on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive and deprivation procedures, including, but not limited to: depriving an individual's access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, and necessary clothing.

Mental Injury

"Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

Threatened Injury

"Threatened injury" means any statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

Sexual Abuse

"Sexual abuse" means the subjection of a child by a person responsible for the child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, baby-sitter, counselor, or coach) or by a person in a position of authority (which includes, but is not limited to: any person who is a parent or acting in the place of a parent and charged with any of the parent's rights, duties, or responsibilities to a child; or a person who is charged with any duty or responsibility for the health, welfare, or supervision of a child, either independently or through another, no matter how brief, at the time of the act, to any of the following:

- (a) Threatened sexual abuse;
- (b) Criminal sexual conduct in the first, second, third, or fourth degree (which includes but is not limited to: sexual intercourse, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, into the genital or anal openings of the complainant's body or any part of the actor's body or any object used by the actor for this purpose, where the act is committed without the complainant's consent, except in those cases where consent is not a defense. Emission of semen is not necessary and sexual contact (which includes any of the following acts committed without the complainant's consent, except where consent is not a defense, or if the act is committed with sexual or aggressive intent):
 - intentional touching by the actor of the complainant's intimate parts, or
 - the touching by the complainant of the actor's, the complainant's, or another's intimate parts in and of itself or when effected by coercion or the use of a position of authority, or by inducement if the complainant is under 13 years of age or mentally impaired, or
 - the touching by another of the complainant's intimate parts by itself, or when effected by coercion or the use of a position of authority, or
 - the touching of one's intimate parts by coercion or by one who is in a position of authority, or
 - the touching of the clothing covering the immediate area of the individual's intimate parts.
- (c) The practice of prostitution, solicitation, inducement or promotion of prostitution, receiving profit derived from prostitution, or prostitution-related acts;
- (d) Use of minors in a sexual performance.

Neglect

"Neglect" means failure by a person responsible for a child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child, such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, baby-sitter, counselor, or coach) to supply a child with necessary food, clothing, shelter, education, or medical care when reasonably able to do so, or failure to protect a child from conditions or actions which imminently and seriously endanger the child's physical or mental health when reasonably able to do so, or failure to take steps to ensure that a child is educated in accordance with state law.⁸ This does not impose upon persons, not otherwise legally responsible for providing a child with

⁸ This will be addressed through the truancy procedures.

necessary food, clothing, shelter, education, or medical care, a duty to provide that care. Neglect includes prenatal exposure to a controlled substance used by the mother for a non-medical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance. Neglect also means medical neglect, which includes but is not limited to the withholding of medically indicated treatment for a disabled infant with a life-threatening condition.

B. Retaliation for Reporting Prohibited

An employer of any person required to report suspected child physical/sexual abuse and/or neglect shall not retaliate against the person for reporting in good faith abuse or neglect, or against a child with respect to whom a report is made, because of the report.

C. Reasonable force

The law says that reasonable force may be used upon or toward the person of a child without the child's consent when the following circumstance exists or the actor reasonably believes it to exist:

- (1) when used by a parent, legal guardian, teacher, or other caretaker of a child or pupil, in the exercise of lawful authority, to restrain or correct the child or pupil; or
- (2) when used by a teacher or other member of the instructional, support, or supervisory staff of a public school upon or toward a child when necessary to restrain the child from self-injury or injury to any other person or property.

The degree of restraint used and the restraining actions must be consistent with the needs of the situation.

While reasonable force against a child may be used as described above, corporal punishment shall not be inflicted or caused to be inflicted by an employee or agent of a public school against a student to reform or penalize unacceptable conduct. Corporal punishment is conduct involving hitting or spanking a person with or without an object or using unreasonable physical force that causes bodily harm or substantial emotional harm. A violation of the corporal punishment statute is not a misdemeanor, but may constitute another crime if it violates an existing criminal statute.

Procedures To Be Followed When Child Maltreatment Is Suspected.

If a child appears to be injured severely enough to require urgent medical attention, the person who first detects the injury shall administer first aid and follow building emergency procedures. Call 911 for police emergency or an ambulance. If the school nurse is not present, the health services office may be called for assistance and direction. If no medical emergency is present, a report should be filed as set forth below in Section 2.

An employee who submits an oral report to the local welfare agency, police department or the county sheriff must submit a written report within seventy-two (72) hours of the oral report, exclusive of weekends and holidays. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect, and the names and address of the reporter. This written report may be submitted on the Hennepin County Suspected Child Maltreatment Reporting Form. The employee shall simultaneously report to the principal.

Employees who know or have reason to believe that a child has been maltreated may consult with administrators, school social workers, The Department of School and Site Services, or the District General Counsel's Office regarding the procedures to be followed in making such a suspected maltreatment report. However, such consultations do not alter the employee's reporting obligations. Each employee retains the independent responsibility of determining whether a report should be made and ensuring that a report is made when he or she feels that it is necessary.

If Child Protective Services determines that the child must be removed immediately from the school or home in the interest of the child's welfare, the police **MUST BE CALLED**. The police and/or child protection are the only agents, other than a student's parents or guardians, who have the authority to remove a child from the school, except through court order. If you release a child to either the police or a child protection authority, you must have them sign a release form. Please refer to Policy 5620 and the manual for forms.

In determining whether a child should be removed from school or home, a police officer may request the information from the school and its staff. In response to questions from officers regarding suspected child maltreatment, the school may release the information which has been included in the suspected child maltreatment report and any public data requested.

Any person who makes a suspected child maltreatment report may request a summary of the disposition of her or his report from Child Protective Services. Child Protective Services will generally release the summary unless its release would be detrimental to the best interests of the child.

Legal Reference: M.S. 626.556

Regulation

adopted: 5/09/77

revised 7/21/95

5680A

STUDENTS

Procedures for Search of Students

Student searches must be authorized and conducted by principals and/or their designees or by police liaison officers at the express request of the principal or their designee in their presence. One additional staff member must be present during a search of a student.

Prior to initiating a search of a student, the principal or their designee must have a reasonable suspicion that items that may be harmful to the student or others or that items that are prohibited from being on school grounds may be found. Such reasonable suspicion may be based upon:

1. The prevalence and seriousness of the problem in the school to which the search is directed;
2. The exigency requiring the search;
3. The probative value and reliability of the information used as a justification of the search;
4. Prior experiences with the student;
5. Prior knowledge of the student's behavior.

Searches of students may consist of requesting a student to empty the contents of pockets, purses and other accessories, and a pat-down of the exterior clothing. Strip searches of students is expressly prohibited. Use of dogs to sniff search groups of students is expressly prohibited as are blanket searches of groups of students in the absence of reasonable suspicion that a group of students may be in possession of items that are harmful to themselves or others or items that are prohibited from being on school grounds.

School officials are prohibited from searching students when the request to search originates with law enforcement officials in the absence of a search warrant unless the principal or their designee has formed an independent reasonable suspicion that items that may be harmful to the student or to others or items that are prohibited from being on school premises may be found.

Regulation

adopted: 6/12/84

revised: 9/13/94

9/25/95

6110

LEARNING/INSTRUCTION

Goals of the Educational Program

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

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

Complex Thinker

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

Skilled Communicator

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

Responsible Citizen

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

Self-Directed Adult

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

Community Contributor

Each student will contribute to the economic, social, and environmental well-being of local and global communities.

The Minneapolis Public Schools will take the initiative to develop collaborations with other groups and agencies to assure that students meet these outcomes.

Policy

adopted: 4/25/67

revised: 6/30/92

6260

LEARNING/INSTRUCTION

Academic Freedom

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

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

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

Policy

adopted: 5/25/71

revised: 8/13/85

6411

MCGFASDA LEARNING MATERIALS/INSTRUCTION

Learning Materials/Resources

The Minneapolis Public Schools in its commitment to providing quality integrated education and equal educational opportunities for all students recognizes that learning materials/resources are an integral component of the instruction and learning process.

The district is committed to the selection and use of multi-cultural gender-fair and disability aware learning materials which promote a student's positive self-concept within a pluralistic society. The selection guidelines provide a framework for the selection of a wide range of learning materials/resources that reflect the rich diversities represented in our community and accommodates for the unique learning styles of all students.

The students' right to learn must be recognized and protected. When a formal request for reconsideration of any learning material/resource for instructional purposes is filed by a student, staff member, parent or community person, the request is to be directed to the Students' Right to Learn Committee.

The Board of Education delegates to professional personnel of the District the authority for the selection/retention of instructional materials/resources.

Legal Reference: M.S. 123.35, Subd. 10

Reference: MPS Policy 6260

Policy
adopted: 4/25/67
revised: 12/15/92

SECTION IV
APPLICABLE MINNESOTA STATUTE

122A.41 Teacher Tenure Act; cities of the first class

Subdivision 1. Words, terms, and phrases. Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of the following subdivisions in this section shall be defined as follows:

- (a) Teachers. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Persons regularly employed as counselors and school librarians shall be covered by these sections as teachers if licensed as teachers or as school librarians.
- (b) School board. The term "school board" includes a majority in membership of any and all boards or official bodies having the care, management, or control over public schools.
- (c) Demote. The word "demote" means to reduce in rank or to transfer to a lower branch of the service or to a position carrying a lower salary or compensation.
- (d) Nonprovisional license. For purposes of this section, "nonprovisional license" shall mean an entrance, continuing, or life license.

Subd. 2. Probationary period; discharge or demotion. All teachers in the public schools in cities of the first class during the first three years of consecutive employment shall be deemed to be in a probationary period of employment during which period any annual contract with any teacher may, or may not, be renewed as the school board, after consulting with the peer review committee charged with evaluating the probationary teachers under subdivision 2a or 3, shall see fit. The school site management team or the school board if there is no school site management team, shall adopt a plan for a written evaluation of teachers during the probationary period according to subdivision 2a. Evaluation by the peer review committee charged with evaluating probationary teachers under subdivision 2a shall occur at least three times each year for a teacher performing services on 120 or more school days, at least two times each year for a teacher performing services on 60 to 119 school days, and at least one time each year for a teacher performing services on fewer than 60 school days. Days devoted to parent-teacher conferences, teachers' workshops, and other staff development opportunities and days on which a teacher is absent from school shall not be included in determining the number of school days on which a teacher performs services. The school board may, during such probationary period, discharge or demote a teacher for any of the causes as specified in this code. A written statement of the cause of such discharge or demotion shall be given to the teacher by the school board at least 30 days before such removal or demotion shall become effective, and the teacher so notified shall have no right of appeal therefrom.

Subd. 3. Peer review for probationary teachers. A board and an exclusive representative of the teachers in the district must develop a probationary teacher peer review process through joint agreement.

Subd. 4. Period of service after probationary period; discharge or demotion. After the completion of such probationary period, without discharge, such teachers as are thereupon reemployed shall continue in service and hold their respective position during good behavior and efficient and competent service and must not be discharged or demoted except for cause after a hearing.

A probationary teacher is deemed to have been reemployed for the ensuing school year, unless the school board in charge of such school gave such teacher notice in writing before July 1 of the termination of such employment.

Subd. 5. Peer review for continuing contract teachers. A school board and an exclusive representative of the teachers in the district must develop a peer review process for nonprobationary teachers through joint agreement.

Subd. 6. Grounds for discharge or demotion.

- (a) Except as otherwise provided in paragraph
- (b), causes for the discharge or demotion of a teacher either during or after the probationary period must be:
 - (1) Immoral character, conduct unbecoming a teacher, or insubordination;
 - (2) Failure without justifiable cause to teach without first securing the written release of the school board having the care, management, or control of the school in which the teacher is employed;
 - (3) Inefficiency in teaching or in the management of a school;
 - (4) Affliction with active tuberculosis or other communicable disease must be considered as cause for removal or suspension while the teacher is suffering from such disability; or
 - (5) Discontinuance of position or lack of pupils.

For purposes of this paragraph, conduct unbecoming a teacher includes an unfair discriminatory practice described in section 363.03, subdivision 5.

(b) A probationary or continuing-contract teacher must be discharged immediately upon receipt of notice under section 122A.20, subdivision 1, paragraph (b), that the teacher's license has been revoked due to a conviction for child abuse or sexual abuse.

Subd. 7. Hearing of charges against teacher. The charges against a teacher must be in writing and signed by the person making the same and then filed with the secretary or clerk of the school board having charge of the school in which the teacher is employed. The school board, before discharging or demoting a teacher, must then accord the teacher against whom charges have been filed a full hearing and give to the teacher at least ten days' notice in writing of the time and place of such hearing. The notice may be served personally or sent by certified mail addressed to the teacher at the teacher's last known post office address. If the charge is made by a person not connected with the school system the charge may be disregarded by the school board. If the grounds are those specified in subdivision 6, clause (1), (2), (3), or (4), the notice must also state a teacher may request arbitration under subdivision 13. At the hearing, the school board or arbitrator shall hear all evidence that may be adduced in support of the charges and for the teacher's defense to the charges. Either party has the right to have a written record of the hearing at the expense of the board and to have witnesses subpoenaed and all witnesses so subpoenaed must be examined under oath. Any member of the school board conducting such a hearing has authority to issue subpoenas and to administer oaths to witnesses.

Subd. 8. Counsel; examination of witnesses. Each party appearing before the school board has the right to be represented by counsel, and such counsel may examine and cross-examine witnesses and present arguments.

Subd. 9. Hearings. All hearings before the school board must be private or may be public at the decision of the teacher against whom such charges have been filed.

Subd. 10. Decision, when rendered. The hearing must be concluded and a decision in writing, stating the grounds on which it is based, rendered within 25 days after giving of such notice. Where the hearing is before a school board the teacher may be discharged or demoted upon the affirmative vote of a majority of the members of the board. If the charges, or any of such, are found to be true, the board conducting the hearing must discharge, demote, or suspend the teacher, as seems to be for the best interest of the school. A teacher must not be discharged for either of the causes specified in subdivision 6, clause (3), except during the school year, and then only upon charges filed at least four months before the close of the school sessions of such school year.

Subd. 11. Charges expunged from records. In all cases where the final decision is in favor of the teacher the charge or charges must be physically expunged from the records.

Subd. 12. Suspension pending hearing; salary. After charges are filed against a teacher, the school board may suspend the teacher from regular duty. If the teacher is suspended or removed after the final decision, the board may in its discretion determine the teacher's salary or compensation as of the time of filing the charges. If the final decision is favorable to the teacher, the board must not abate the teacher's salary or compensation.

Subd. 13. Hearing and determination by arbitrator. A teacher against whom charges have been filed alleging any cause for discharge or demotion specified in subdivision 6, clause (1), (2), (3), or (4), may elect a hearing before an arbitrator instead of the school board. The hearing is governed by this subdivision.

(a) The teacher must make a written request for a hearing before an arbitrator within ten days after receiving a written notice of the filing of charges required by subdivision 7. Failure to request a hearing before an arbitrator during this period is considered acquiescence to a hearing before the board.

(b) If the teacher and the school board are unable to mutually agree on an arbitrator, the board must request from the bureau of mediation services a list of five persons to serve as an arbitrator. If the teacher and the school board are unable to mutually agree on an arbitrator from the list provided, the parties shall alternately strike names from the list until the name of one arbitrator remains. The person remaining after the striking procedure must be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question must be decided by a flip of a coin. The teacher and the board must share equally the costs and fees of the arbitrator.

(c) The arbitrator shall determine, by a preponderance of the evidence, whether the causes specified in subdivision 6, clause (1), (2), (3), or (4), exist to support the proposed discharge or demotion. A lesser penalty than discharge or demotion may be imposed by the arbitrator only to the extent that either party proposes such lesser penalty in the proceeding. In making the determination, the arbitration proceeding is governed by sections 572.11 to 572.17 and by the collective bargaining agreement applicable to the teacher.

(d) An arbitration hearing conducted under this subdivision is a meeting for preliminary consideration of allegations or charges within the meaning of section 471.705, subdivision 1d, clause (c), and must be closed, unless the teacher requests it to be open.

(e) The arbitrator's decision is final and binding on the parties, subject to sections 572.18 to 572.26.

Subd. 14. Services terminated by discontinuance or lack of pupils; preference given.

- (a) A teacher whose services are terminated on account of discontinuance of position or lack of pupils must receive first consideration for other positions in the district for which that teacher is qualified. In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers must be discontinued in any department in the inverse order in which they were employed.
- (b) Notwithstanding the provisions of clause (a), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the termination of services, on account of discontinuance of position or lack of pupils, of another teacher who also holds a provisional license in the same field. The provisions of this clause do not apply to vocational education licenses.
- (c) Notwithstanding the provisions of clause (a), a teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field is available for reinstatement.

Subd. 15. Records relating to individual teacher; access; expungement. All evaluations and files generated within a district relating to each individual teacher must be available to each individual teacher upon the teacher's written request. Effective January 1, 1976, all evaluations and files, wherever generated, relating to each individual teacher must be available to each individual teacher upon the teacher's written request. The teacher has the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

A district may destroy the files as provided by law and must expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure required pursuant to section 179A.20, subdivision 4. The grievance procedure promulgated by the director of the bureau of mediation services, pursuant to section 179A.04, subdivision 3, clause (h), applies to those principals and supervisory employees not included in an appropriate unit as defined in section 179A.03. Expungement proceedings must be commenced within the time period provided in the collective bargaining agreement for the commencement of a grievance. If no time period is provided in the bargaining agreement, the expungement proceedings must commence within 15 days after the teacher has knowledge of the inclusion in the teacher's file of the material the teacher seeks to have expunged.

122A.44 Contracting with teachers; substitute teachers

Subdivision 1. Contracting with qualified teachers. The board must employ and contract with necessary qualified teachers and discharge the same for cause.

Subd. 2. Hiring substitute teachers.

- (a) The board must not hire a substitute teacher except:
 - (1) For a duration of time of less than one school year to replace a regular teacher who is absent; or
 - (2) For a duration of time equal to or greater than one school year to replace a regular teacher on a leave of absence.
- (b) If a substitute teacher is hired pursuant to paragraph (a), clause (2), each full school year during which the teacher is employed by a district pursuant to that clause shall be deemed one year of the teacher's probationary period of employment pursuant to either section 122A.40, subdivision 5, or 122A.41, subdivision 2. The teacher shall be eligible for continuing contract status pursuant to section 122A.40, subdivision 7, or tenure status pursuant to section 122A.41, subdivision 4, after completion of the applicable probationary period.

122A.46 Extended leaves of absence

Subdivision 1. Teachers defined. As used in this section, the term "teachers" shall have the meaning given it in section 122A.15, subdivision 1.

Subd. 2. Leave of absence. The board of any district may grant an extended leave of absence without salary to any full- or part-time elementary or secondary teacher who has been employed by the district for at least five years and has at least ten years of allowable service, as defined in section 354.05, subdivision 13, or the bylaws of the appropriate retirement association or ten years of full-time teaching service in Minnesota public elementary and secondary schools. The duration of an extended leave of absence under this section must be determined by mutual agreement of the board and the teacher at the time the leave is granted and shall be at least three but no more

than five years. An extended leave of absence under this section shall be taken by mutual consent of the board and the teacher. If the school board denies a teacher's request, it must provide reasonable justification for the denial.

- Subd. 3. **Reinstatement.** Except as provided in subdivisions 7 and 8, a teacher on an extended leave of absence pursuant to this section shall have the right to be reinstated to a position for which the teacher is licensed at the beginning of any school year which immediately follows a year of the extended leave of absence, unless the teacher fails to give the required notice of intention to return or is discharged or placed on unrequested leave of absence or the contract is terminated pursuant to section 122A.40 or 122A.41 while the teacher is on the extended leave. The board is not obligated to reinstate any teacher who is on an extended leave of absence pursuant to this section, unless the teacher advised the board of the intention to return before February 1 in the school year preceding the school year in which the teacher wishes to return or by February 1 in the calendar year in which the leave is scheduled to terminate.
- Subd. 4. **Seniority and continuing contract rights.** Any teacher who is reinstated to a teaching position after an extended leave of absence pursuant to this section shall retain seniority and continuing contract rights in the employing district as though the teacher had been teaching in the district during the period of the extended leave. This subdivision shall not be construed to require a board to reinstate a teacher to any particular position or to include the years spent on the extended leave of absence in the determination of a teacher's salary upon return to teaching in this district.
- Subd. 5. **Salary.** The years spent by a teacher on an extended leave of absence pursuant to this section shall not be included in the determination of salary upon return to teaching in the district. The credits earned by a teacher on an extended leave of absence pursuant to this section shall not be included in the determination of salary upon return to teaching in the district for a period equal to the time of the extended leave of absence.
- Subd. 6. **School board authority.** Nothing within the provisions of this section shall be construed to limit the authority of a school board to grant any teacher a leave of absence which is not subject to the provisions of this section and sections 354.094 and 354A.091.
- Subd. 7. **Employment in another district.** A school board shall not be obligated to reinstate a teacher who takes a full-time or part-time position as a teacher in another Minnesota school district while on an extended leave of absence pursuant to this section. This subdivision shall not apply to a teacher who is employed as a substitute teacher.
- Subd. 8. **Superintendent.** A school board shall not be obligated to reinstate a superintendent on an extended leave of absence pursuant to this section to a position in the district.
- Subd. 9. **Benefits.** A teacher on an extended leave of absence shall receive all of the health, accident, medical, surgical and hospitalization insurance or benefits, for both the teacher and the teacher's dependents, for which the teacher would otherwise be eligible if not on an extended leave. A teacher shall receive the coverage if such coverage is available from the school district's insurer, if the teacher requests the coverage, and if the teacher either (a) reimburses the district for the full amount of the premium necessary to maintain the coverage within one month following the district's payment of the premium, or (b) if the district is wholly or partially self-insured, pays the district, according to a schedule agreed upon by the teacher and the school board, an amount determined by the school board to be the amount that would be charged for the coverage chosen by the teacher if the school board purchased all health, accident, medical, surgical and hospitalization coverage for its teachers from an insurer.

128D.10 Continuity on tenure, pensions, and retirement

- (a) The tenure, pension, and retirement provisions of any law applicable to employees of the special school district of Minneapolis, including employees belonging to the municipal employees retirement fund and those belonging to the Minneapolis teachers' retirement fund association shall continue to be applicable in the same manner and to the same extent to employees of the special independent school district.
- (b) The provisions of any general law or laws which are applicable only to independent school districts wholly or partially within cities of the first class shall not be applicable to the special independent school district of Minneapolis.
- (c) The powers, duties, and corporate structure of the Minneapolis teachers' retirement fund association, and the laws applicable thereto, shall be and remain the same in the special independent school district of Minneapolis as at the time of enactment of the within law, until changed in accordance with law.

GLOSSARY OF ACRONYMS AND TERMS

— A —

ABE	Adult Basic Education
ACLD	Association for Children with Learning Disabilities
ACT	American College Testing Program
ADD	Attention Deficit Disorder
ADHD	Attention Deficit/Hyperactivity Disorder
AE	Associate Educators (MFT)
AFT	American Federation of Teachers
ALC	Area Learning Center
AOM	Assurance of Mastery
AP	Advanced Placement
APE	Adolescent Parenting Education
APEX	Automatic Payroll Exchange
ATC	Assistive Technology Center
ARC	Association for Retarded Citizens
ASCD	Association for Supervision &Curriculum Development
AV	Audio Visual
AECT	Association for Educational Communication &Technology

— B —

BIP	Behavior Intervention Plan
BOE	Board of Education
BOT	Board of Teaching

— C —

CACHIE	Citywide Advisory Committee on Home Improvement Education
CAP	Comprehensive Arts Program
CAIT	Citizen's Advisory Committee on Information Technology
CAREI	Center for Applied Research in Ed.
CAT	California Achievement Test
CBLC	Child Behavior &Learning Clinic
CBS	Community Based Services (Spec. Ed.)
CBVT	Community Based Vocational Training
CDT	Child Development Technician
CEC	Council for Exceptional Children
CEU	Continuing Education Units
C&I	Curriculum &Instruction
CIC	Curriculum &Instruction Council
CIIP	Cooperative Interdistrict Integration Prog.
CIT	Career-In-Teaching

CLASS	Coordinated Learning for Academic &Social Success
COBRA	Consolidated Omnibus Budget Reconciliation Act
COSA	Counselor on Special Assignment
CPAC	Central Placement &Assessment Ctr.
CPP	Career Planning Profile
CRP	Community Resource Pool
CRTC	Children's Residential Treatment Ctr.
CRV	Community Resource Volunteer
CSPAC	Comprehensive Student Planning Advisory Committee
CTARS	Comprehensive Teaming to Assure Resiliency in Students
CTIC	Community Transition Interagency Com.
CU	Credit Union
CUHCC	Community University Health Care Ctr.
CUE	Collaborative Urban Educators

— D —

DAPE	Developmental Adapted Physical Ed.
DCFL	Dept. of Children, Families &Learning
DEC	Division of Early Childhood
DLT	District Leadership Team
DSDA	District Staff Development Advisory

— E —

EA	Educational Assistants
EAP	Employee Assistance Program
EBD	Emotional/Behavioral Disorder
ECFE	Early Childhood Family Education
ECSE	Early Childhood Special Education
ECSU	Educational Cooperative Service Unit
EEC	Early Education Centers
ELF	Enhanced Learning Focus
ELO	Essential Learning Outcomes
ELT	Executive Leadership Team
EM	Education Minnesota (merged organization of MEA &MFT)
EMH	Educable Mentally Handicapped
EMS	Educational Media Services
ER&D	Edu. Research &Dissemination (AFT)
ESC	Educational Service Center (807)
ESL	English as a Second Language

--- F ---

FAS Federation of Alternative Services
 FTE Full-Time Equivalency (refers to teaching positions)

--- G ---

GAE General Adult Education
 GATE Gifted & Talented Education
 GED General Education Diploma
 GESA Gender Equity Sensitivity Awareness
 GMDCA Greater Minneapolis Daycare Assoc.
 GOSPEL Guide for Skills for Physical Ed. Learning

--- H ---

HECB Higher Education Coordinating Board
 HI Hearing Impaired
 HIPPPY Home Instruction Program for Pre-School Youngster
 HOTS Higher Order Thinking Skills
 HR Human Resources
 HRS Health Related Services
 HSA Health Service Assistant

--- I ---

IAP Intensive Assistant Process
 IEP Individual Educational Plan
 IIS Instructional Integration Specialist
 ILP Individual Learning Plan
 IMC Instructional Materials Center
 IMS Instructional Management Systems
 INTASC Interstate New Teacher Assessment & Support Consortium
 IT Industrial Technology

--- J ---

JSD Journal of Staff Development

--- K ---

K-12 Kindergarten through grade twelve
 KBEM Radio Board of Ed. Mpls. (North High)

--- L ---

LD Learning Disabled
 LEP Limited English Proficiency
 LOG Learning Outcome Guide
 LRE Least Restrictive Environment
 LST Learner Support Team

--- M ---

MACALD MN Association for Children & Adults with Learning Disabilities
 MAEF MN Academic Excellence Foundation
 MASA MN Association of School Administrators
 MASCD MN Association of Supervision & Curriculum
 MASE MN Administrators of Special Education
 MATE MN Association of Teacher Educators
 MASSP MN Association of Secondary School Principals
 MBT MN Board of Teaching
 MCC Minneapolis Community College
 MCEA MN Community Education Assoc.
 MCGFASDA Multicultural Gender Fair Disability Aware
 MEA MN Education Association
 MECC MN Educational Computing Consortium
 MEEB MN Environmental Education Board
 MEED MN Educators of Emotional Disturbed
 MEEP MN Educational Effectiveness Program
 MEMO MN Educational Media Organization
 MESPA MN Elementary School Principal's Assoc.
 MFBHS MN Foundation for Better Hearing & Speech
 MFT MN Federation of Teachers
 MFT#59 Mpls Federation of Teachers/Local 59
 MICE Mothers in Continuing Education
 MIMC MN Instructional Materials Center
 MINE MN Informational Network for Educators
 MISA Management Information Systems Asst.
 MIX McGraw-Hill Information Exchange
 MMMI Mild-Moderate Mentally Impaired
 MPS Minneapolis Public Schools
 MPSI Mpls Pre-School Screening Instrument
 MSBA MN School Board Association
 MSDC MN Staff Development Council
 MSHA MN Speech-Language & Hearing Assoc.
 MSHSL MN State High School League
 MSMI Moderate-Severe Mentally Impaired
 MTC Minneapolis Technical College
 MTRFA Mpls Teachers' Retirement Fund Assoc.
 MSU Mankato State University
 MVA MN Vocational Association

--- N ---

NBC National Board Certification
 NBI National Benefits Inc.

NBPTS	National Board for Professional Teaching Standards	PSS	Preschool Screening Program
NCAA	North Central Accreditation Association	PT	Physical Therapist
NCATE	National Council for Accreditation of Teacher Education	PTSA	Parent Teacher Student Association

— Q —

NEA	National Education Association	QIP	Quality Improvement Process
NELC	Neighborhood Early Learning Centers	QPA	Quality Performance Award

— R —

NMSQT	National Merit Scholarship Qualifying Test		
NRP	Neighborhood Revitalization Program	R-Factor	Relationship Factor Course (MFT)
NSDC	National Staff Development Council	REA	Research, Evaluation & Assessment
NYLC	National Youth Leadership Council		

— S —

— O —		SAT	Stanford Achievement Test/Scholastic Aptitude Test
OCR	Office of Civil Rights	SCH	State Council for the Handicapped
OJT	On-the-Job Training	SCSU	St. Cloud State University
OLSAT	Otis-Lennon School Abilities Test	SDAC	Staff Development Advisory Committee
OT	Occupational Therapist	SDE	State Department of Education

— P —

P-12	Preschool through grade 12	SEAC	Special Education Advisory Board
PACE	Pregnant Adolescent Continuing Ed.	SERT	Special Education Resource Teacher
PACER	Parent Advocacy Coalition for Ed. Rights	SHAPE	South Hennepin Adult Program in Ed.
PALS	Program for Academic & Language Skills	SIMS	Systematic Instructional Management Strategies
PASS	Policy & Strategic Services	SIF	School Improvement Feedback
PATHWISE	A tool to assess essential teaching skills.	SIP	School Improvement Plan
PICIC	Phillips Community Initiatives for Children	SIR	School Information Report
PDC	Professional Development Center	SLBP	Special Learning & Behavior Problems
PDD	Pervasive Developmental Disorder	SLD	Special Learning Disability
PDP	Professional Development Process	SNAP	Student Needing Alternative Program (Waiver)
PE	Physical Education	SPAN	Special Program for Adolescent Needs
PESK	Physical Education Skills for Kindergarten	SPC	School Performance Continuum
PELRA	Public Employment Labor Relations Act	SPEN	Special Program for Elementary Needs
PER	Planning, Evaluation & Reporting Com.	SSD#1	Special School District #1 (MPS)
PERA	Public Employees' Retirement Assoc.	SSF	Support Service Facilitator
PIC	Prescriptive Instruction Center	SST	Student Support Team
PICA	Parents In Community Action	SSW	School Social Worker
PIN	Personal Identification Number	SWOSA	Social Worker on Special Assignment
P.L.	Public Law		
PLT	Professional Leadership Team (5 With 5)		

— T —

POHI	Physically & Other Health Impaired	TBI	Traumatic Brain Injury
POSA	Principal on Special Assignment	TDA	Tax Deferred Annuity
PPST	Pre-Professional Skills Tests	TFCU	Teacher Federal Credit Union
PRAXIS	Professional Assessments for Beginning Teachers	TMH	Trainable Mentally Handicapped
PSAT	Preliminary Scholastic Aptitude Test	TIES	Technology & Information Educational Services
PSP	Professional Support Process		

TIS Teacher & Instructional Services
TOSA Teacher on Special Assignment
TSAs Tax Sheltered Annuities
TSES Total Special Education System

— U —

U of M University of Minnesota
UMD University of Minnesota, Duluth
USOE United States Office of Education
UST University of St. Thomas

— V —

VE Vocational Education
VEAP Volunteers Enlisted to Assist People

VI Visually Impaired

— W —

WEH Work Experience Handicapped
WISC-R Wechsler Intelligence Scale for Children -
Revised
WISE We're In Service Education (Volunteer
Services)
WMEP West Metro Education Plan
WOC Work Opportunity Center

— Y —

YES Youth Employment Services
YT Youth Trust

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