MINNEAPOLIS FEDERATION OF TEACHERS

LOCAL 59, AFL-CIO, AFT, NEA

AND

MINNEAPOLIS BOARD OF EDUCATION

TEACHER CONTRACT, MEMORANDA & POLICIES

JULY 1, 2007 TO JUNE 30, 2009

MINNEAPOLIS FEDERATION OF TEACHERS

LOCAL 59, AFL-CIO, AFT, NEA

AND

MINNEAPOLIS PUBLIC SCHOOLS

Special School District No. 1

Minneapolis, Minnesota

An Equal Opportunity School District

MINNEAPOLIS BOARD OF EDUCATION

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SECTION I. AGREEMENT RELATIVE TO TERMS AND CONDITIONS OF EMPLOYMENT

PREAMBLE

Together We Learn

The Goal

The parties to this Agreement share a fundamental and abiding commitment to the education of the students in the Minneapolis Public Schools. We recognize and greatly appreciate the extraordinary commitment of teachers, administrators and other employees in the system. We work to create a system in which the staff can learn, grow, thrive and be healthy.

We 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, this community of educators finds the gaps in learning between cohorts of students identified in No Child Left Behind as unacceptable. Therefore, we are rededicating our mission to raise the level of achievement of all students.

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 continue to transform the culture of the District so that all students learn effectively. To achieve real educational improvement, the parties and the community will have to work collaboratively to achieve an atmosphere of trust, innovation, and mission-driven purpose.

In the spirit of a true learning community, The Minneapolis Public Schools "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. We invite the rest of the community to join them in this effort. Working together, success is assured.

The Challenge

Minneapolis children come to school from homes that are diverse in culture, language, and economic status. It is our chosen task to embrace all of these children and their families and to join with them in a community of learners. Everyone in the Minneapolis Schools works to foster the success of all students in all classrooms. Our purpose will be to make the changes necessary to make success a reality.

However great the challenges may be in educating all Minneapolis students to their full potential as individuals, we are determined to tackle them. This agreement is designed to facilitate whatever change may be needed. We recognize that the work of teachers and students in classrooms is the only business of schools and must be the focus of our support and intention.

Teachers acknowledge their need to learn as many are overwhelmed by the monumental task of providing support to such a diverse student body. Teachers may be unprepared or unsure how to most effectively communicate with, 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 extraordinary efforts to educate all children.

Some Basic Education Principles guide our work:

- The Strategic Direction for the Minneapolis Public Schools
- The District Improvement Agenda
- Student achievement is our primary focus

In addition to these goals of improved educational growth and achievement for all students, we share fundamental assumptions about educational philosophy that should inform the interpretation and implementation of this Agreement. In order to effectively meet our goals, individuals need the mutual respect and collegiality of a professional working community. Teachers have 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 when those closest to the classroom are involved. Each school community has the best knowledge and is in the best position to craft appropriate and effective strategies to be successful at the primary task of 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

people together who 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. The staff of each school should have flexibility to work with teachers, other employees and stakeholders to develop and implement and assess their School Improvement Plan within the provisions of the District Strategic Direction, the District Improvement Agenda, and the provisions of this Agreement. District and school efforts should complement each other. The District should facilitate the communication of the efficacy of professional practices (what's working and what's not) across the District from school to school, teacher to teacher, and 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 District shall use the National Staff Development Standards to guide their support processes. In order to achieve our goal of success for all, professional development opportunities need to strategically address the gaps in learning between cohorts of students identified in No Child Left Behind.

The Importance Of Accountability For Quality And Performance

We are committed to an accountability process that establishes a cycle of goal setting, action, assessment of results, initiating needed changes to improve performance and renewed planning. Accountability also means sharing of results. All actions are directed toward student growth and achievement in a supportive learning environment. Classroom and student accountability require a shared commitment.

- Teachers are accountable for the growth and progress of all students.
- Students and families are accountable for their own effort, behavior and progress.
- Principals must provide an environment and professional culture in which skilled teachers can accomplish their goals.
- District offices and staff work with schools to support them in their improvement efforts.

We agree to work together to be accountable for closing the gap among cohorts of students under NCLB.

The Importance of Data

We believe that decision-making at all levels in the District needs to be data- driven. Good, timely data is the basis for quality decisions and accountability from Board, to sites, to teachers, to students. We are committed to developing, understanding, and using data to guide and assess our work to help all students learn:

- School Boards and District administrators use data to develop policy direction, provide instructional and support services, focus grants and funding, and to report student progress to community and families.
- School teams must use current, site-specific data to determine their goals, predict the practices, processes and programs that will best meet the needs of all students at the site, and to revise and evaluate their progress toward goals.
- Teachers need access to multiple sources of student data to plan, deliver, and adjust instruction to meet the needs of all students in the classroom. Teachers often develop their own data through action research projects.
- Relevant data regarding student progress should include multiple measures of student growth by individual students and cohorts of students over time.

The Importance of Family and Community Involvement

Schools are most effective when they have the full support and involvement of families and community. Continued effort is needed to build communication and trust between schools and families so that all students learn successfully. The school-home connection enables families and teachers using the District Family Involvement Standards to become effective partners in developing, monitoring and stimulating the academic growth of each student. Families/communities share a responsibility. All share a responsibility.

The Importance of Diversity

We recognize that the diversity of the Minneapolis Public Schools is one of its greatest assets in the education of our students to prepare them to participate in a diverse world. In recognition of the strength

in our diversity, we renew our commitment to ensure a climate throughout the school system 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 through attention to policies and practices that promote that goal. All District employees are committed to working together toward the elimination of diversity bias, particularly racism and cultural bias, as factors affecting student achievement and learning experiences in accordance with the District Diversity and Equity Policy #2215.

The Importance of Collaborative Working Relationships

We are committed to working together to do what is best for students. We share the common goal of improved student achievement for all and are dedicated to working with mutual respect, clear and direct communication, a willingness to learn and a practice of checking out assumptions before reaching conclusion. Developing and maintaining a collaborative relationship requires all parties to act as professional colleagues who share a common dedication to student achievement.

The goal is to create an environment where teachers can teach successfully.

The Importance of Assessment of Site Processes

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 assessment step that 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-assessment steps are the hallmark of a "learning organization" and a community of learners. Self-assessment and continuous improvement processes will exist in all aspects of the organization and all programs within the Minneapolis Public Schools so that we are truly a community of learners.

The Reward

The result desired from collaborative site-based management and improvement planning is to create a climate of success. In our schools, the faculty, family members, administration, students, and other community participants work together for school improvement, better student achievement, increased satisfaction among professionals, greater involvement by and with family members, and stronger support from the community.

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 lives into the 21st century."

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

Section A. Collective Bargaining Agreement, Definition: This Agreement is a formal, written, binding agreement between the Minneapolis Public Schools and the Minneapolis Federation of Teachers, Local 59 wherein are set the wages, hours, terms, and conditions of employment plus any benefits negotiated. Breach of the contract by either side may be cause for a grievance, arbitration, or a charge of unfair labor practice as appropriate to the circumstances in accordance with this Agreement, PELRA, Teacher Tenure Act provisions, as well as other applicable legal authority or precedent.

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 Public Employees Labor-Relations Act (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, 2007, through June 30, 2009, 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, 2009. It is further agreed that, following such notice of intent, negotiations will begin on March 1, 2009, or at the request of either party and that negotiations shall continue on a regular basis with the goal of reaching agreement on the 2009-2011 contract prior to August 1, 2009.

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

Use of Time for Professional Development: The MPS and the MFT are committed to continuing to explore a more comprehensive, effective, and efficient use of time. This includes job-embedded professional development opportunities, that enhance and accelerate student learning, the quality of teacher effectiveness, and use of school budgets. Professional development is critical to improve the instructional skills and knowledge of all teaching staff. 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.

The District in consultation with MFT may provide an additional four (4) days of professional development for all licensed teachers employed for the 2007-2009 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 teachers and/or District approved providers. Professional development offerings shall be aligned with the needs of the students at each site.

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. 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 site's Site Improvement Plan.

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 full release days quarterly 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 70% 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 TOSAs/DPFs, 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.

Additional Time for Due Process:

Probationary special education teachers/providers 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/providers shall have one (1) day per school year of reserve teacher time for the same purpose. Teachers/providers realigned into special education shall have one additional day of reserve teacher time during their first realigned year to be used as needed to complete due process compliance requirements. Teachers/providers in their second and third realigned year in special education may request additional reserve teacher time from their buildings to be used as needed to complete due process compliance requirements. 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. Buildings will be responsible for a plan to support special education service teachers/providers.

Section A. Length of Teacher's Day

1. Definition: The normal workday of full-time teachers shall be no longer than 7¾ 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, and the principal must be notified before leaving.

The District and MFT agree to meet to develop a Memorandum of Agreement (MOA) on any proposed school model that extends the school day/year.

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 workday. Extension of the teacher's day beyond seven and three quarters (7¾) hours shall not be regularly assigned. If frequent or lengthy extension of the workday is required, a teacher shall be paid at the hourly flat direct instruction 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.

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.

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 l: 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 second quarter (for the third and fourth quarters) or 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 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. Preparation time is for instructional planning. It is not time for conducting evaluations, re-evaluations, or complying with procedural requirements. 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 (SEAs) or other student support staff who are absent shall also be reimbursed at the hourly rate.

To address situations where a related service provider (Audiology, DAPE, Nursing,(LSN), OT/PT, Psychology, and Speech-Language) has a higher than recommended caseload and must use their preparation time to meet caseload, assessment and due process mandates, the following protocol will be used:

1. Lead staff shall meet with the related-service provider and gather data for a workload analysis;
2. Lead staff, the related-service provider, and the administrator review workload analysis and brainstorm/recommend solutions to address the immediate situation;
3. If a mutually satisfactory solution to the workload issue cannot be found, then the case may be referred to the Executive Director of Special Education to determine if pay for lost prep time is warranted.

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 workday. 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 2007-2008 school year shall be 186. The number of duty days for teachers during the 2008-2009 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.

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.

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. Teachers employed in summer school shall be paid for 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.

[*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.]

Summer school teachers 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 SLCs 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.

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:

Work Week: 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.

A Labor/Management ECFE Committee shall meet regularly to monitor and/or revise the staffing procedures for ECFE teachers and the scheduling of program offerings for students and families.

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

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.

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 Public Employee's Labor Relations Act (PELRA) (MS §179).

Section D. Expectations for Attendance at Professional Meetings: Licensed personnel are expected to participate in professional meetings as a means of keeping current with 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.

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.

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 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 an interview. An applicant who is recommended 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.

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. Secondary Occupations addressed under Chapter 3505 Minnesota Board of Education Secondary Vocational Licensure Rule are covered by this section.

Media Personnel

Library Media Specialists are certified teachers who 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.

Any person working as a specialized professional responsible for the school media technology program shall hold a license as a Library Media Specialist.

Section F. Notice of Separation: Teachers resigning from service in the Minneapolis Public Schools must complete the approved separation form stating the date of separation 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 Student Placement Center. Request cards must meet the general deadline for Minneapolis families. The guidelines presented in the table below apply.

MPS Placement Guidelines	
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	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: • 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 20 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 such as:

Minneapolis Federation of Teacher dues, fair-share fees, Teacher Federal Credit Union, U.S. Savings Bonds, and all negotiated benefit plans.

The State of Minnesota Deferred Compensation Plan, the United Way of Minneapolis Area, tax sheltered annuities, Committee of Thirteen, United Negro College Fund, Achieve Minneapolis.

Local 59 Committee on Political Education (COPE)

Section I. 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 J. 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 standards, and assessments that are aligned with the curriculum and/or Individual Education Plans (IEPs) 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:

- School Improvement Process (SIP)
- School Feedback (SIF)
- Quality Improvement Process (QIP)
- Quality Performance Award (QPA)
- School Performance Continuum
- 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 Strategic Plan, all 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:

- 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 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;
- Ours is a vision of shared responsibility – shared among all stakeholders, but particularly among students, staff, families, and community;
- Educators and schools must know, own, and implement the expected standards of learning and instruction;
- 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;
- 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;
- Student progress must be the intention as demonstrated through a variety of measures;
- 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;

Families have an integral role in decision-making.

Section A. Organizational Structure And Leadership

Subd 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 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. Site Leadership Teams need to assess the effectiveness of shared decision-making in their site on a regular basis.

A. Site Leadership Team Responsibilities

Responsibilities of the Site Leadership Team include:

- Set the direction for overall management and operation of the school;
- Know and understand the mission and vision of the district, the District Strategic Plan and the superintendent's priorities, as well as the demographics, performance and needs of the students at the site;
- Make decisions that are aligned with the goals and policies of the Board and with the superintendent's priorities;
- Examine and analyze the School Information Report (SIR) annually as part of the SIP revision process;
- Establish, implement, review and revise the School Improvement Process (SIP) plan;
- Using feedback and recommendations from the site budget committee, 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;
- Ensure that the staff development plan, behavior plan and wellness plan are embedded in the SIP;
- Review and monitor the implementation of a Special Education compliance plan;
- Participate in performance conversation(s) annually with the area superintendent;
- Communicate regularly and clearly with the staff and community, including conducting conversations and releasing an annual Report to the Community;
- 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;
- Encourage participation of site teachers in interviews of teacher candidates
- 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;
- Incorporate School Improvement Feedback (SIF) and lead the Quality Improvement Process (QIP)
- 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.
- Work through active leadership to promote a professional climate and positive organizational culture
- Report its membership, selection process and meeting times and dates to the site community;
- Participate in professional development to improve the operations of the Site Leadership Team;
- Conduct annual assessment using district provided survey tool on 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,
- 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.

B. Support for the Site Leadership Team

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.

C. 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 Strategic Plan. 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 as a guideline (see Section B). 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.

D. 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.

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 model includes:

1. Instructional Leadership Team. The instructional leadership team includes instructional teacher leaders and administrators who meet regularly to create, implement, and monitor the strategies in the SIP plan focused on curriculum, instruction and assessment. The instructional leadership team may include people such as the staff development chair, PDP coordinator, department chairs, union stewards, Small Learning Community Lead Teacher, TLPIs, and others as deemed appropriate by teacher leaders and administrators at the site. The instructional leadership team is responsible for aligning curriculum, instruction and assessment to state and District standards, the District Strategic Plan, Site Improvement Plan goals, and Professional Development Process plans, as well as providing interpretation, coordination, and support for the Standards of Effective Instruction. The Instructional Leadership Team will coordinate and communicate with the Site Leadership Team on a regular basis.

2. 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 all staff development activities, and determines funding for groups and individuals attending off-site activities.

3. Budget Committee: (May be a subcommittee of the Site Leadership Team). 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. Feedback is solicited from staff before the budget is created, and again before the budget is approved. The budget committee provides a budget proposal and presents it for approval to the Site Leadership Team.

Section B. Site Team/Shared Decision-Making

Subd. 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. A representative of the site student government 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 SLCs (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

B. Responsibility of Membership

The Site Leadership Team will participate in determining 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' IEPs.

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

1. attending and actively participating on the Team;
2. reaching out to the diversity of the represented group to hear their opinions and ideas;
3. supporting goals and strategies to implement the School Improvement Plan;
4. communicating and working collaboratively with others on the Team;
5. Integrating the school improvement plan with the staff development plan, the behavior plan, and all curriculum and instruction.

C. Support for Teams

1. INFORMATION: All information necessary to the decision responsibilities of the Team, such as budget and assessment information, shall be provided to all members equally.
2. 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.
3. 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.
4. RESOURCES: District and Union resources will be available for the Team.

Subd. 2. Decision-Making in the Leadership Team.

A. 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.

B. Guidelines: The leadership team shall use the following principles to guide their shared decision-making processes:

1. focuses on meeting academic needs of students including closing the gap among cohorts of students as identified by NCLB.
2. people most impacted in the decision are involved in the discussions
3. how decisions impact student, staff and community
4. promotes professional development of staff at the site and build collegial relationships and foster a professional climate
5. promotes active parent and community involvement

C. Operation:

1. 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, or 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.

2. 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.

D. 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 this article, Section F).

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 including closing the gap among cohorts of students as identified by NCLB;
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 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 Strategic Plan. Since the District Strategic Plan 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 District Strategic Plan 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 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 that meet important goals in support of, but not limited to the following:

1. District Strategic Plan
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 VII, Basic Salaries, Rates Of Pay, Other Assignment, Work, And Schedules). 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. Teaching 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.

A team with a strong foundation works well together, focuses on student needs, and uses clear processes. Such processes help solve problems, accommodate conflicts, develop skills and build relationships among members. An effective team will bring to 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.

Subd 1. Selection of Teaching Team Leaders: The teaching team shall, along with the administrator who is designated to work with the team(s), develop a job description, schedule and process for its selection of the team(s) leader. This applies to Elementary Team Leaders, Middle Grades Team Leaders and TLPI, SLC Team Leaders and Site Coordinators.

A. 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 involves active participation in the planning, instruction, assessment, reflection and development of the team.

B. 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 involves active participation in the planning, instruction, assessment, reflection and development of the team.

C. 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 (SLCs), the implementation of teaming as a professional, educational strategy becomes imperative.

SLC Lead Teacher: The SLC Lead Teacher will be chosen by the members of that SLC to facilitate, resource, and support their specific SLC Team members.

SLC Site Coordinator: the SLC Site Coordinator will regularly meet with the SLC teams to facilitate planning of strategies, acquisition and use of resources, and support effective communication. The selection of the SLC Site coordinator shall be a part of the site budget committee and leadership team discussion and recommendations on staffing.

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.

SLC Teams: Each high school shall have Small Learning Communities (SLCs) that will operate as teams. The SLC site 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) a written agreement by the teachers accepting positions on such teams. The teachers will commit to, support, and participate in the purpose, interrelationships, processes and expectations.

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.

The SLC Teams will be involved in interviewing teachers for their team in the transfer and reassignment process.

Subd. 2 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 from Article V, Professional Development.

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.

Section D. School Improvement Process (SIP)

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 Strategic Plan 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.

For schools not making Adequate Yearly Progress (AYP) under the requirements of the Elementary and Secondary Education Act (ESEA), the AYP process replaces the SIP. The District may add additional planning/training elements not included under AYP.

School Improvement Plan	***School Improvement Feedback***
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 Strategic Plan, District and State standards.	Purpose: To review School Improvement Plans. To provide feedback on School Improvement Plans to help schools improve their planning process.

Subd. 1. Components of the SIP:

Goals: are aligned with the District Strategic Plan

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 the meet the objective?

(See Article IV, Shared Leadership for Professional Development, Addendum 1 for examples)

The School Improvement Planning Process: Creating and Revising the SIP: MDE 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.

Section E. Support For Schools

Subd. 1. 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 Strategic Plan 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 District Strategic Plan 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.

Subd. 2. Decision-Making Parameters:

A. 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 this article 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 that 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.

B. 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; supporting implementation; 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;

C. 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 Strategic Plan, 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 confidently 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 F. Accountability Through Quality Feedback

Subd. 1. 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.

Subd. 2. 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.

Subd. 3. 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 Strategic Plan 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.

Subd. 4. 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 District Strategic Plan 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 District Strategic Plan.

- SIP goals show how school plans reflect both District Strategic Plan 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 District Strategic Plan. 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 District Strategic Plan 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.

Subd. 5. 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; and 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!

1. Written *School Improvement Feedback* for all schools, annually. (SIF)

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- clarify goals, improve actions and results;
- most importantly, improve student achievement!

School Support Process. The School Support Process (SSP) is designed to assist sites with resolution of student performance, instructional and/or leadership issues that impact school success. This process assists sites in identifying key issues, implementing strategies to address them, and helping sites build capacity to address future issues. The SSP is coordinated by the Professional Leadership Team (PLT), which consists of representatives from the Minneapolis Federation of Teachers (MFT), Principals' Forum, and District Administration. School Support Process activities will be aligned and coordinated with other district efforts regarding school climate, adult culture and related areas.

Indicators from School Performance Management Continuum that may lead to a referral include:

- student achievement in decline
- a widening of the achievement gap
- negative site climate
- adult, student, overall site safety concerns
- poor attendance rates
- increasing drop out rates
- teaching and/or leadership challenges

The Process:

Step 1: Starting the process

A school may be referred to PLT by any of the following people/groups:

- Associate Superintendent/District Leadership
- Site self-referral
- Minneapolis Federation of Teachers

- Principals' Forum
- Representatives from other Bargaining Units

Step 2: Initial assessment

- PLT will determine whether other interventions have been attempted prior to the referral. If prior efforts to address issues have been unsuccessful, or there is a need for additional partners or resources, PLT will assess appropriateness of the referral and assess need for the SSP.
- If PLT determines that there is a need for the SSP, an SSP team will be appointed that will be comprised of building leadership, representatives from MFT, Principals' Forum, C & I, Associate Superintendent, Employee Relations, and others as appropriate.
- The SSP Team then holds an initial conversation with Principal and building leadership group (e.g. may include but not be limited to administrators, union steward, representatives from leadership/instructional leadership team, PDP coordinator) to review the support process, secure agreement and lay out specifics of process implementation at the site.

Step 3: Site Assessment

To determine focus of support, Team meets with Principal and key school leaders to identify needs and plan the process. The following steps are taken:

- Collection of information and data analysis through:
    - Conversations with site administrators and school leadership
    - Review of site data (e.g. academic, behavior, attendance, student/staff survey)
    - Input from full staff, e.g. surveys, focus groups, or Chadwick/circle style discussion
    - Review of written documents: e.g. behavior plan, SIP, staff development plan, organizational design

Key areas assessed include: leadership and organizational design, school wide systems and practices, problem solving process, student achievement, adult culture issues, instructional environment/classroom management, equity and disproportionality.

Notification of SSP Status:

- Following data analysis, the Team makes a determination regarding site needs and appropriate strategies for improvement
- The Site, Superintendents and PLT are notified of determination and given written analysis
- Meeting is held with the site to review data, prioritize needs, and identify processes to assist with goals

Step 4: Creating a Plan

- In collaboration with the site, the SSP Team develops an action plan that includes:
    - goals and objectives
    - strategies, timeline
    - indicators of success
    - roles and responsibilities
    - resources needed
    - feedback systems

A goal of this process is to build the site's internal capacity for data-driven decision-making and following through on improvement processes, based on the data. Once this takes place, the site and SSP Team formulate a plan. The SSP Team facilitates discussion to establish consensus on the work, and implementation begins.

Step 5: Implementation of Work in Targeted Areas

- The SSP Team supports site leadership in building capacity to implement the outlined plan with other resources as appropriate.
- PLT coordinates resources as determined in the site plan.
- Professional development, mentoring, coaching, leadership development, and creating building infrastructure (systems) are provided/developed as indicated by the plan.
- Ongoing assessments are conducted to determine if original plan needs adjustment.

Step 6: Monitoring Progress

- The Team supports sites in establishing an assessment progress monitoring system, including collection of data about implementation and feedback systems.
- A periodic report will be provided to PLT summarizing progress of site efforts.

Step 7: Outcomes

- If the site is successful in meeting goals within the timeline, the process ends (with periodic check-ins provided by SSP team or Assoc. Superintendents for a period of one year following the end of the process)
- If unsuccessful in meeting goals within the timeline but showing evidence of positive change, the Team may extend the timeline. If unsuccessful or unclear, PLT and SSP Team will make a determination regarding appropriate next steps.

Possible next steps could include:

- A report and dialogue with Associate Superintendents
- Referral to an external review (see QIP in this article)

MINNEAPOLIS PUBLIC SCHOOLS – ACCOUNTABILITY FRAMEWORK

Improving Our Schools/Ensuring Quality Performance

KEY PLAYER	PRIMARY ROLE	IMPROVEMENT CYCLE/ KEY INDICATORS	PRIMARY FUNCTION	KEY STANDARDS	FREQUENCY
School Board	Oversight/ policy formation	District Strategic Plan	Establish District priorities	Strategic Direction	Continuous/ annual progress
District Office Administration	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
Schools/ Sites	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
Teachers/ Principals/ Educational Assts./ Other Classified Staff	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
Families/ Students	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 G. The School Performance Continuum

ESEA: Under provisions of ESEA (No Child Left Behind), 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.

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 (Adequate Yearly Progress) 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

Subd. 1. Stages:

A. 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

B. 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, and C&I. 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.

C. 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 the transfer and reassignment provisions of this contract, and a team of teachers with training and experience in the selected model will be recruited into the school.

Subd. 2. 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.

Subd. 3. 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 XV, Transfer, Reassignment. Those not selected by the new school will have transfer rights to other schools as excessed teachers under bidding and placement rules found in Article XV, Transfer, Reassignment, and Recall.

Subd. 4. 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 on the Northwest Achievement Levels Tests (NALT) reading and math.

"Beat the odds" – Growth in reading and math greater than predicted for continuously enrolled students: calculated as the difference between MCA scale scores in the spring and the predicted MCA score based on the fall NALT scale scores and student demographic characteristics (e.g., special education, poverty, non-English, etc.)

"Beat the odds" – Growth in early literacy proficiency greater than predicted for continuously enrolled students: calculated as the difference between reading fluency scores at the end of first grade compared to predicted scores based on the Beginning of Kindergarten literacy scores and student demographics

Student performance compared to state high standards in reading, math, and writing in grades 3-11. State index points for Minnesota Comprehensive Assessments (MCA) are calculated as follows: Number of students in level 2 x 50 points + number of students in levels 3 through 5 x 100 points. State index rate = state index points divided by the total number of students assessed.

Decrease in the gap on reading, math and writing MCA index points compared to the goal of 100% proficient by the year 2014.

Compensatory indicator: Reading and math gains for students who are below the basic standard level (20/20 analysis) calculated as the change in MCA distribution at the bottom 1/5th cut score for continuously enrolled students.

Gifted and Talented Indicator: Reading and math gains for students who are above the proficiency level (20/20 analysis) calculated as the change in MCA distribution at the top 1/5th cut score for continuously enrolled students.

Equity of Achievement: Decreasing the gap in MCA index rate for reading and math for students of color.

Percentage of students and staff who agree that their school is safe.

Percentage of students and staff who agree that students and staff respect each other.

Percentage of students suspended for behavior that threatens the safety of others.

Decrease in students' suspension gap between current levels and the standard for all schools.

Increase in the percentage of students attending school at least 95% of all days.

Decrease in student attendance gap between current levels and the standard for all schools.

HIGH SCHOOL INDICATORS

Percentage of students who pass the State Graduation Exams in reading (grade 10), math (grade 11) and writing (grade 9) the first time they are offered.

Decrease in the Gap in Graduation Exam pass rates from current levels to 100% in reading, math and writing.

"Beat the odds" – Growth in Graduation Exam scale scores for Reading and Math for students who do not pass the test the first time offered.

Participation in MCA assessments for all subgroups.

Student performance compared to state high standards in reading, math, and writing in grades 3-11. State index points for Minnesota Comprehensive Assessments (MCA) are calculated as follows: Number of students in level 2 x 50 points + number of students in levels 3 through 5 x 100 points. State index rate = state index points divided by the total number of students assessed.

Decrease in the gap on reading, math and writing MCA index points compared to the goal of 100% proficient by the year 2014.

Equity of Achievement: Decreasing the gap in MCA index rate for reading and math for students of color.

Percentage of students and staff who agree that their school is safe.

Percentage of students and staff who agree that students and staff respect each other.

Percentage of students suspended for behavior that threatens the safety of others.

Decrease in students' suspension gap between current levels and the standard for all schools.

Increase in the percentage of students attending school at least 95% of all days.

Decrease in student attendance gap between current levels and the standard for all schools.

Percentage of students of color participating in high level courses.

Increase in participation of students of color in high level courses compared to the standard for all schools.

Graduation rate using the No Child Left Behind (NCLB) definition of graduates vs. four year drop-outs used in Minnesota.

Decrease in the Gap between current graduation rate and the standard set for all schools.

Annual drop out rate for students of color.

Decrease in the gap between current annual drop out rate for students of color and the standard set for all schools.

This article shall not be subject to the grievance procedure.

SCHOOL PERFORMANCE MANAGEMENT CONTINUUM

DEVELOPMENT	TECH ASSISTANCE	INTERVENTION
Indicators	*Indicators*	*Indicators*
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
System Responses	*System Responses*	*System Responses*
Encouragement / support for continued improvement	Support / challenge	Support / intervention
Descriptive feedback	Suggested actions	Prescriptive actions
Means	*Means*	*Means*
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)	On-site 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

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 per NCLB	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 Develop School Improvement Plan
Partnerships	Set parameters, generate potential partners, coordinates	Decide, develop, implement partnership arrangements
	Assess equity across the District	

BUDGET/FINANCE		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Raise Revenues	Responsible	
Purchasing Up To $1,000/Purchase (Direct Pay)	Set policy procedures and accountability measures, and audit within parameters	Individuals purchase within parameters
Purchasing Over $1,000/Purchase (Direct Pay)	Coordinate	Individuals purchase within parameters
Budget	Determine District-wide allocations consistent with Strategic Plan	Use of allocations consistent with School Improvement Plan; carry forward savings
Fund Raising	Set parameters for sites Raise funds for District initiatives	Raise funds for school initiatives per guidelines

IMPROVEMENT/PROGRAMS		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Improvement Planning	**Set District goals**	**Develop School Strategic Plan**
	Develop District Strategic 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 staff 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)	Provide support to sites in understanding and implementing State Standards for all students	Understand State Standards
Instruction (how to teach and assist learning	Adopt and support Standards of Effective Instruction	Select and implement a continuum of instructional approaches that support State 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, **District Strategic Plan** goals and standards
	Set guidelines for course/subject offerings in alignment with State 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 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

SCHOOL ORGANIZATION		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Grade Reconfiguration (e.g., Middle Schools)	Decide	Propose
Enrollment Projections	Responsible	Advise
Staff Development Days		
Number	Decide	
Content	Decide their days	Decide their days
Conference Days		
Minimum number	Decide	
Schedule		Decide
Approach		Decide
Schedule		
Annual Calendar	Decide	Provide Input
Within the Day		Decide
Length of Day	Decide	
(start/end times)		
After School Hours	Set Parameters	Decide
Closing/Opening/Combining 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)
Naming of Schools	Decide	Advise

STAFFING		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Diversity/Affiliation	Determine policies	
Principal Recruitment/Hiring	Decide	
Principal Assignment	Decide	Recommend
A/P Recruitment/Hiring	Decide	
A/P Assignment	Decide	
Teacher Recruitment/Hiring	Decide	Participate in interviews/selection/ recommend
Teacher Voluntary Transfer	Coordinate	Interview and approve
Excessed Teacher Transfer	Coordinate	Interview
Staff Make-up		
District-wide	Decide	Advise
Within school	Coordinate	Decide

	VIOLENCE PREVENTION/SAFETY	
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Discipline Policy	Decide and support implementation	Make Recommendations to District, Advise and Implement policy
Behavior Plan	Set Parameters	Decide and implement
Safety and Security	Set policy, assure safety and security at the sites, provide assistance to sites as needed	Make recommendations to district Implement safety and security measures at schools

	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 to Decide/purchase	Decide/purchase within parameters
Information Applications **Academic, Admin., Comm'n**	Set standards and develop District-wide systems	Develop school-wide systems within standards

COMMUNICATION		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Families/Community	Communicate with District-wide Families/community Determine Protocol	Communicate with families/community Follow protocols
District-wide	Decide	Advise
Within School	Advise	Decide
Crisis Reaction	Determine protocols and advise	Follow protocols

MISCELLANEOUS		
TOPIC	**DISTRICT OFFICES**	**SCHOOLS**
Contract Variances (MOAs)	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 Set policy on student participation	Decide and Implement

EXAMPLES OF HOW TO USE THE DECISION-MAKING PARAMETERS:

ELEMENTARY GOAL: All students will read 150 wpm by end of fourth grade

Objective: 85% of 4th grade students pass their Curriculum Based Measurement (CBM) targets in 2005.

Data: 75% of 4th grade students passed their CURRICULUM BASED MEASUREMENT (CBM) targets;

Strategies: All 4th grade students reading < 150 wpm will receive additional support through added support staff.

Timeline: Tutoring will be offered by the end of the year

Accountability: [1] Teachers will identify students in need of tutoring; [2] Tutoring coordinator will recruit staff, parents and other volunteers to work with students; [3] 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 CURRICULUM BASED MEASUREMENT (CBM) targets than other 4th grade students who did not participate in tutoring program.

MIDDLE SCHOOL GOAL: All students will be proficient at math problem solving

Objective: 85% of 8th grade students will pass the MCAs in math by end of school year.

Data: 75% of 8th grade students passed the MCAs in math; 45% of 7th grade students scored 1 or 2 on problem-solving performance assessment, the previous spring.

Strategies: All students scoring <50% on NALT math test in 6th or 7th grade will receive tutoring after school.

Timeline: Tutoring will be offered October through April by the end of the year.

Accountability: Instructional Leadership Team will identify students in need of tutoring; tutoring coordinators 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 MCAs than other 8th grade students who did not participate in tutoring program.

HIGH SCHOOL GOAL: All 10th grade students will achieve proficiency on MCA reading test.

Objective: 85% of 10th grade students will achieve proficiency on MCAs in reading in 2005.

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. Other departments will integrate reading strategies into their instruction.

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 Instructional Leadership Team (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 MCAs than 10th grade students who did not participate in tutoring program.

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 teachers 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:

- professional development is focused on ensuring successful student learning and achievement for all students.
- the expectation that there is a school climate for professional learning and growth that provides opportunities for collaboration and dialogue around student results and teacher practice 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 engaged creatively in the action research process is essential to effective instructional practices.
- research-based innovation and taking risks are the norm and necessary for continuous learning.
- the instructional community is responsible for collegial coaching, growth and support with the understanding that the professionals have each other's best interest at heart.
- Implementation is systematic and aligned with the district work.

The professional development continuum for teachers depends on systemic support and begins with initial training and collaboratively 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 applies to all teachers and assists them as they move through the professional development continuum. (Standards of Effectiveness are available for other professional teaching groups such as Social Workers, Psychologists, Speech and Language Therapists, etc.)

These standards are expected to be used as a guide towards planning and implementing staff/professional development to support teaching 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 PDPs 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 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.

INTRODUCTION and GUIDELINES FOR USE

Standards of Effective Instruction
Domains & Rubrics

The Minneapolis Standards of Effective Instruction were designed for the primary purpose of ensuring teaching quality and student achievement. They were developed to align with the National Board for Professional Teaching Standards (NBPTS), Educational Testing Services (PRAXIS), the National and Minnesota Interstate New Assessment and Support Consortium (INTASC) Standards, and the Minnesota State Standards of Effective Practice for Teachers (Rule 8710.2000).

To enhance the utility of these Standards of Effective Instruction for use in systematic, specific and objective professional development, descriptors of what teachers actually do to implement various Standards, as well as what is actually observed to support students both in and out of the classroom, have been placed in rubric form. These rubrics are designed to determine levels of effectiveness in implementing the Standards. The rubrics have been field tested over the past several years in numerous Minneapolis classrooms by teachers, principals and mentors.

These Standards of Effective Instruction and rubrics are intended as a tool to assist teachers and teams in reflecting on their practices, in developing specific competencies, and in goal setting for professional development. They are also useful for colleagues, mentors or principals who provide classroom observations and coaching.

The Standards of Effective Instruction and rubrics are intended to be used as a formative tool. Broad instructional areas, called Domains, include competencies that are the focus of assessment to identify specific strengths and areas for growth. Multiple sources of information, such as the teacher's self-assessment or observations and coaching by colleagues, can show patterns of professional growth over time. The Standards and rubrics are not intended to be used in their entirety at a single point in time as a summative evaluation tool.

Minneapolis Standards of Effective Instruction

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.

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.

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.

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.

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.

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.

Standard 7 – Planning Instruction:

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

Standard 8 – Assessment:

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

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.

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.

Section A. MPS Standards Of Effective Instruction:

Standards of Effective Instruction:

Domains & Rubrics

Revised on 08/30/07

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

DOMAIN 1: PREPARATION AND PLANNING – ORGANIZATION

The teacher develops a comprehensive instructional sequence.

DOMAIN 2: CLASSROOM ENVIRONMENT

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

DOMAIN 3: CLASSROOM INSTRUCTION

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

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

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

Rubrics: Levels of Effectiveness

I. ***Requires Attention*** – Teacher relies on *ongoing* assistance and support to complete daily responsibilities. Teacher has difficulty internalizing effective teaching practices.

II. ***Developing*** – Teacher is moving toward self-direction and independence. The teacher understands effective teaching practices and is beginning to directly apply knowledge and skill to planning, instruction and/or assessment.

III. ***Proficient*** – Teacher is able to teach independently, internalizes feedback and easily applies what she/he is learning about teaching. The teacher is beginning to move beyond the classroom in developing teaching skill, forming collegial relationships and may be seen as an instructional leader among peers.

IV. ***Exemplary*** – Teacher consistently and effectively excels in areas of teaching, professional growth, reflection, action research and pedagogical skills. The teacher at this level continually engages families and the broader community in the learning process. The teacher is often seen as an instructional leader among peers.

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

Components of Domain 1: Planning and Preparation – Organization

The teacher develops a comprehensive instructional sequence.

Demonstrating knowledge of subject matter

Standard 1: subject matter

Demonstrating creating interdisciplinary experiences

Standard 1: subject matter

Demonstrating knowledge of resources

Standard 1: subject matter and standard 3: diverse learners

Designing coherent instruction

Standard 2: student learning

Demonstrating knowledge of planning

Standard 3: diverse learners and standard 7: planning instruction

Selecting instruction goals

Standard 7: planning instruction

Assessment as a guide to designing lessons

Standard 8: assessment

Demonstrating knowledge of student's areas of exceptionality

Standard 2: student learning and standard 3: diverse learners

Demonstrating Knowledge Of Use Of Student Data

Standard 2: student learning and standard 3: diverse learners

Demonstrating knowledge of Minnesota standards

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

Components of Domain 1: Planning And Preparation – Organization

The teacher develops a comprehensive instructional sequence.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
1.a Demonstrating Knowledge of Subject Matter	Consistently makes content errors. Demonstrates limited knowledge of subject matter.	Generally demonstrates basic content knowledge but displays some errors or lack of depth in content knowledge and/or does not anticipate student misconceptions.	Displays high-level content knowledge that reflects research and best practice with some anticipation of student misconceptions.	Consistently demonstrates extensive content knowledge and anticipates student misconceptions.
1.b Demonstrating Creating Interdisciplinary Experiences	No attempt is made to connect learning experiences.	Attempts are made to connect learning experiences.	Connections are consistently made with other disciplines.	Connections are consistently made with other disciplines and students are encouraged to make personal connections to other subject areas.
1.c Demonstrating Knowledge of Resources	Unaware of building and District resources for teaching and assisting students.	Demonstrates limited understanding of building and District resources for teaching and assisting students with little or no evaluation of resources and/or curriculum.	Fully aware of building and District resources. Displays knowledge of how to access and evaluate teaching resources and/or curriculum.	Actively enhances instruction by evaluating and utilizing building, District and community resources, in meeting the needs of individual students.
1.d Designing Coherent Instruction	Learning activities are not suitable for students, unsupported by materials, make poor use of time or lack structure. Planned learning activities do not support the instructional goals.	Some planned activities are not suitable for students, unorganized, and/or not connected to lesson goals.	Most planned activities are suitable for students, supported by appropriate materials, are consistently organized, and are linked to the goals of the lesson.	Planned learning activities are relevant, student active, maintain organization, allow student choice, and connect to the goals of lessons.
1. e Demonstrating Knowledge of Planning	No daily, weekly and unit planning.	Inconsistent or sporadic daily, weekly and/or unit planning.	Daily, weekly and unit planning is evident in most lessons.	Thorough daily, weekly and unit planning with evidence of reflection are evident in all lessons.
1. f Selecting Instruction Goals	Goals are not suitable for most students. They are either unclear, unconnected to standards, lack viable measurement, not suitable for the class, or reflect only one type of learning.	Goals are suitable for most students. They are moderately valuable and connected to standards. Most activities are suitable for students, supported by appropriate materials, and shows consistent organization.	Goals are suitable for most students. They are valuable, connected to standards, clearly stated; involve several types of learning and provide interdisciplinary opportunities.	Goals are valuable, establish high expectations and take into account the varying learning needs of individual students. Learning activities are highly relevant; involve several types of learning and interdisciplinary opportunities.

Components of Domain 1: Planning And Preparation – Organization

The teacher develops a comprehensive instructional sequence.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
1. g Assessment Informs Instruction	Assessment strategies are not identified and/or are not appropriate for goals and objectives.	Some assessment strategies are identified and are appropriate for goals and objectives.	Most assessment strategies are appropriate for goals and objectives for the group as a whole.	Assessment strategies are appropriate for goals and objectives and meet the diverse learning styles and needs of each student.
1.h Demonstrating Knowledge of Use of Student Data	Little or no attempt to identity or collect data to inform instruction.	Some attempts to identify, collect and analyze data to inform instruction.	Identifies, collects and analyzes data using more than one source to inform instruction.	Identifies and analyzes multiple data sources to design instructional sequences.
1.i Demonstrating Knowledge of Student's Areas of Exceptionality	Demonstrates little or no understanding of individual students' interests, developmental needs, skills and knowledge and does not indicate that such knowledge is valuable. Equity is not promoted.	Demonstrates some understanding of individual students' interests, developmental needs, skills and knowledge. Equity is inconsistently promoted.	Demonstrates understanding of individual student's interests, developmental needs, skills and recognizes the value of this knowledge. Promotes equity.	Demonstrates a thorough understanding of individual student's interests, developmental needs, skills and knowledge and instructional planning is differentiated. Actively promotes equity.
1. j Demonstrating Knowledge of MN Standards	Goals and/or objectives are not aligned with district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and/or objectives are somewhat aligned to district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and objectives are aligned to district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and objectives are fully aligned to district curriculum requirements, MN Graduation Standards for students and Individual Educational Plans (IEP) and address individual students.

Components of Domain 2: Classroom Environment

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

Creating a classroom climate

Standard 3: diverse learners and standard 5: learning environment

Establishing a culture for learning

Standard 3: diverse learners and standard 5: learning environment

Managing classroom procedures

Standard 5: learning environment

Persistence

Standard 5: learning environment

Use of verbal and nonverbal language

Standard 3: diverse learners and standard 6: communication

Managing student behavior and classroom expectations

Standard 2: student learning and standard 5: learning environment

Classroom Leadership

Monitoring

Components of Domain 2: Classroom Environment

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

Descriptors	Requires Attention	Developing	Proficient	Exemplary
2.a Creating a Classroom Climate	Classroom interactions are usually inappropriate and/or disrespectful. The environment is not conducive to learning and/or is not safe.	Classroom interactions are generally appropriate and respectful. With occasional incidents of negative behavior, the environment is generally conducive to learning and is safe.	Classroom interactions are appropriate and respectful. The environment is conducive to learning and is safe.	Classroom interactions display genuine caring, mutual respect, support and inquiry. Students demonstrate actions to maintain or enhance a healthy classroom environment. The environment is conducive to individual and group learning and is safe.
2. b Establishing a Culture for Learning	There is a lack of pride in the work and low expectations for student achievement. Multiple cultural perspectives are not evident.	Teacher does not display or encourage a positive attitude toward learning. Multiple cultural perspectives occasionally enrich instruction.	Students appear to accept the challenge to complete high quality work, and there is an environment of high expectations for student achievement. Multiple cultural perspectives frequently enrich instruction.	Teacher displays enthusiasm for the learners. Students show initiative and take pride in their work. Expectations are high for all students. Multiple cultural perspectives enrich and are embedded in the instruction.
2. c Managing Classroom Procedures	Classroom procedures are unclear to students. General management techniques are inefficient, lack smooth transitions during lessons, and/or many students are off task for significant periods of time with no appropriate attempt to deal with misconduct.	Classroom procedures are inconsistently carried out. There is sporadic efficiency, moderate organization and transition of activities. Some students are off task with no attempt to redirect.	Classroom procedures are usually adhered to. There is organization, smooth transitions, orderliness in the classroom, and most students are on task and respond to redirection.	Classroom procedures are equitable. Students demonstrate responsibility and respect for classroom procedures. Management systems are evident for individual and group work.
	Excessive instructional time is lost in handling non-instructional duties.	Some instructional time is lost in handling non-instructional duties.	Minimal instructional time is lost in handling non-instructional duties.	No instructional time is lost in handling non-instructional duties.
2. d Persistence	Teacher either gives up and/or blames the student(s) or the environment for lack of success.	At times the teacher gives up or blames the students or the environment for lack of success.	Teacher persistently enhances and celebrates student successes.	Teacher consistently works with students to determine the most optimal learning environment.
2. e Use of Verbal and Nonverbal Language	Verbal language is vague and used incorrectly and is inappropriate to students' ages and/or diverse backgrounds.	Verbal language is usually correct and clear but may be limited in appropriateness for students' ages and diverse backgrounds.	Verbal language is clear and used appropriately for students' ages and diverse backgrounds.	Verbal language is effectively used to increase student's language skills.
	Nonverbal language often displays disrespect and/or is inappropriate.	Nonverbal language at times displays disrespect and/or inappropriateness.	Nonverbal language is respectful and appropriate for most students.	Nonverbal interactions are consistently respectful and appropriate for a diverse student population.
2. f Managing Student Behavior and Classroom Expectations	Standards of conduct have not been established. Response to inappropriate behaviors is inconsistent or overly repressive. Little or no focus on positive behavior.	Standards of conduct are present but seem to be unclear to students. Use of interventions is limited, ineffective or is inconsistently enforced. No/few inappropriate behaviors were displayed.	Standards of conduct are evident. Student behavior is generally appropriate. Constructive feedback is given to students.	Standards of conduct are clear. Teacher displays with-it-ness, and individual needs are addressed in a respectful and preventative manner. Appropriate behavior is reinforced in the classroom.

	Students are not encouraged to take responsibility for their behavior and learning.	Students are inconsistently encouraged to take responsibility for their behavior and learning.	Students are consistently encouraged to take responsibility for their behavior and learning.	Students participate in self-monitoring techniques that are developmentally appropriate and encouraged to take responsibility for behavior and learning.
2.g Classroom Leadership	Consistent leadership in the classroom has not been established. The teacher does not attempt to manage misconduct. Students ignore, talk over or argue with the teacher's directions.	Teacher is beginning to establish self as classroom leader. Attempts to manage conduct with inconsistent success. Teacher demonstrates inconsistent use of verbal/non-verbal strategies to maintain classroom order.	The teacher is the clear leader in the classroom; is seen as confident and in a position of authority as it relates to guiding the responses of students and others.	*Teacher models attributes of a good leader. Teacher encourages students to be responsible for each other's conduct and academic success.*
2.h Monitoring	Students have their own community and teacher is not part of it.	Teacher reacts to classroom problems with behavior or group functioning and is diverted by a disruption or other activity.	Teacher anticipates impending problems with behavior or group functioning and intervenes in a preventative way.	*Teacher attends different events simultaneously, providing continuous activity signals or cues to ensure group alerting (attempting to involve non-reciting students in tasks and keeping all students "alerted" to task at hand.*

Components of Domain 3: Classroom Instruction

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

Demonstrating flexibility and responsiveness

Standard 1: subject matter, standard 2: student learning, standard 3: diverse learners, and standard 4: instructional strategies

Demonstrating variety of instructional strategies

Standard 3: diverse learners and standard 4: instructional strategies

Demonstrating use of technology

Standard 4: instructional strategies

Using questioning and discussion techniques

Standard 3: diverse learners and standard 4: instructional strategies

Communication of expectations

Standard 3:diverse learners and standard 6: communication

Communicating goals and objectives

Standard 7: planning instruction

Demonstrating pacing and structure

Standard 3: diverse learners and standard 4: instructional strategies

Engaging students in the learning process

Standard 3: diverse learners and standard 4: instructional strategies

Communicating clearly and accurately

Standard 3: diverse learners and standard 6: communication

Providing feedback to students

Standard 8: assessment

Components of Domain 3: Classroom Instruction

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

Descriptors	Requires Attention	Developing	Proficient	Exemplary
3.a Demonstrating Flexibility and Responsiveness	Little or no effort is made to vary instruction, assessments and/or assignments in order to reflect the developmental and learning needs of the students. Adheres rigidly to a plan, ignores students' questions, needs and/or interests. Does not implement referrals appropriately.	Inconsistent effort is made to vary instruction, assessments and/or assignments to reflect the development and learning needs of students. Attempts are made to adjust lesson or to accommodate students. Occasionally identifies need and/or implements referral process.	Consistently varies instruction, assessment and assignments to reflect the developmental and learning needs of most students. Monitors and adjusts, seizes the moment to enhance learning, shows persistence with individual students, and uses a repertoire of strategies. Implements referrals appropriately.	Consistently varies instruction, assessment and assignments to reflect the developmental and learning needs of all students. Transitions are smooth. Supplements lessons using techniques for diverse learners when appropriate. Implements referrals appropriately.
	Little or no attempt to engage students in generating knowledge according to methods of inquiry used in the discipline.	Makes some attempts to engage students in generating knowledge according to methods of inquiry in the discipline.	Consistently engages students in generating knowledge according to methods of inquiry used in the discipline.	Consistently engages in creating experiences that generate knowledge according to methods of inquiry used in the discipline.
3b Demonstrating Variety of Instructional Strategies	Limited use of instructional strategies and techniques that engage students in active learning opportunities.	Basic use of instructional strategies and techniques that engage some students in active learning opportunities.	Consistently uses a variety of instructional strategies and techniques that engage most students in active learning opportunities.	Extensive use of instructional strategies and techniques. Consistently uses multiple teaching and learning strategies that engage all students in active learning opportunities.
3. c Demonstrating Use of Technology	Little or no use of available technology and/or other resources that may be appropriate to the lesson.	Inconsistent use of available technology and/or other resources that are appropriate to the lesson.	Appropriate use of available technologies, teaching strategies, materials that can expand students thinking abilities.	Innovative uses of available technology, and teaching strategies that are appropriate to the lesson and expand students thinking abilities.
3. d Using Questioning and Discussion Techniques	Questioning and discussion techniques are not effective, or the approach generally focuses on student recall with limited or no opportunity to assess student understanding and/or encourage high-level cognitive thinking.	Questioning and discussion techniques provide the opportunity to assess most students understanding and/or encourage high-level cognitive thinking.	Questioning and discussion techniques are of high quality with the purpose of assessing student understanding and encouraging high-level cognitive thinking.	Classroom questioning and discussion techniques are designed to include all students. Questions draw students into discussion in a manner that elicits student reflection and challenges deeper student engagement. Teacher emphasizes high-level cognitive thinking.
	Little or no attempt is made to encourage students to participate in classroom activities. The teacher's approach ignores many students in the class.	Students are encouraged to participate in classroom activities. The teacher attempts to engage most students but with limited positive interactions.	Most students are encouraged to participate in classroom activities. The teacher engages all students.	Opportunities are designed to provide for all students to actively engage in all activities.

Components of Domain 3: Classroom Instruction

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

Descriptors	Requires Attention	Developing	Proficient	Exemplary
3.e Communication of Expectations	Learning expectations and directions appear unclear to most students.	Learning expectations and directions appear clear to most students.	Learning expectations and directions are clear for most students and contain appropriate levels of detail for the class as a whole.	Learning expectations and directions are clear to all students and contain appropriate levels of details for individual students.
3.f Communicating Goals and Objectives	Students appear to not understand the goals/objectives of the lesson.	Goals and/or objectives are occasionally communicated to students.	Goals and objectives are frequently and clearly communicated to students.	Goals and objectives are clearly and consistently communicated to each student.
3.g Demonstrating Pacing and Structure	Pacing hinders active engagement of most students.	Pacing inconsistently offers opportunities for active student engagement	Pacing is consistent and appropriate for most students. Teacher efficiently uses class time.	Pacing is consistent and appropriate for all students with adjustments being made during the lesson.
	Lesson lacks a clear structure with no evidence of goals/objectives, activities, strategies, assessment or closure.	Lesson has a clear structure with some evidence of goals/objectives, activities, strategies, assessment or closure.	Lesson has a clear structure with evidence of goals/objectives, activities, strategies, assessment or closure and is appropriate for most students.	Lesson has a clear structure with evidence of goals/objectives, activities, strategies, assessment or closure and is appropriate for all students.
	Use of wait time is inappropriate for most students to respond.	Use of wait time is appropriate in order for some students to respond.	Adequate time is available for each student to respond.	Wait time is appropriate in addressing the diversity of needs and learning styles in the classroom.
3.h Engaging Students in the Learning Process	Students are rarely engaged in meaningful learning experiences. The lesson is inappropriate for most students. Instructional strategies are limited or ineffective.	Students are inconsistently engaged in meaningful learning experiences. Some instructional strategies are evident and effective.	Students are consistently engaged in meaningful learning experiences. A variety of instructional strategies are evident and effective for most students.	Students take an active role in the learning experiences. Multiple instructional strategies are effective for all students and lesson provides options for students and provides options for student initiative and choice.
	Little or no effort is made to celebrate or recognize student success.	Some efforts are made to celebrate and recognize student success.		

Components of Domain 3: Classroom Instruction

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

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

Components of Domain 4: Professional Responsibilities

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

Reflecting on Teaching

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

Growing and Developing Professionally

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

Demonstrating Use of Feedback

Standard 9: Reflection and Professional Development

Contributing to the School and District

Standard 10: Collaboration, Ethics, and Relationships

Demonstrating Standards of Conduct

Standard 10: Collaboration, Ethics, and Relationships

Family Interactions

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

Maintaining Accurate Records

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

Components of Domain 4: Professional Responsibilities

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

Descriptors	Requires Attention	Developing	Proficient	Exemplary
4.a Reflecting on Teaching	Does not understand the role of reflection and self -assessment.	Understands the role of reflection and self-assessment, however does not effectively use the processes.	Understands and uses reflection and self-assessment.	Thoughtfully assesses the strengths and weaknesses of the lesson.
	Unable to accurately identify students' level of success, or is unable to make suggestions for how the lesson may be improved based on student needs.	Articulates generally accurate impressions of a lesson's effectiveness and makes limited suggestions for how it may be improved to better meet student needs.	Clearly describes how a lesson meets its goals by giving specific examples, and describes how adjustments will be made to meet the needs of most students in future lessons.	Weighs options for the future by identifying alternative approaches and the likely success of any changes based on individual student's needs, progress, and response to lesson content and/or activities.
4.b Growing and Developing Professionally	Does not accurately assess expertise and does not collaborate with other professionals.	Assessment of expertise and collaboration with colleagues is inconsistent.	Accurately assesses expertise and collaborates with professional colleagues.	Accurately assesses expertise, and seeks feedback and/or input from colleagues.
	Appears to make no effort to engage in professional development.	Participates or shares in limited professional development activities.	Seeks out professional development opportunities and regularly shares with others.	Creates specific professional growth activities for self and contributes to the professional growth of colleagues.
	Does not recognize and/or deal with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Has difficulty recognizing and/or dealing with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Recognizes and deals with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Recognizes and deals with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism in a professionally appropriate manner.
4.c Demonstrating Use of Feedback	Resists feedback from colleagues, administrators, families, and/or students to improve professional practice.	Inconsistent in using feedback from colleagues, administrators, families, and students to improve professional practice.	Seeks and uses feedback from colleagues, administrators, families, and students to enhance professional practice.	Proactive, seeks and uses feedback from colleagues, administrators, families, students and professional journals to enhance practice.
4.d Contributing to the School and District	Uninvolved in school events or avoids opportunities to contribute to school initiatives. Engages in negative relationships with others.	Generally positive with others. Contributes to school and District initiatives when asked.	Supportive and cooperative with others and readily volunteers at building and District level.	Shows initiative, has made substantial contributions, and serves as a positive role model and/or leader in school or District projects or initiatives.

Components of Domain 4: Professional Responsibilities

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

Descriptors	Requires Attention	Developing	Proficient	Exemplary
4. e Demonstrating Standards of Conduct	Seldom adheres to standards of professional conduct and overall performance requirements. Frequently fails to model respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Inconsistently adheres to standards for professional conduct and overall performance requirements. Occasionally models respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Consistently adheres to standards for professional conduct and overall performance requirements. Consistently models the values of respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Consistently adheres to standards for professional conduct and overall performance requirements and helps members of school community to understand and adhere to these obligations. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)
4. f Family Interactions	Interactions with families do not focus on building trust or creating relationships (only negative student behavior is communicated). Little effort is made to communicate, communicates insensitively, or does not respond to families.	Interactions with families are sporadic and occasionally focus on building trust and/or creating positive relationships (mostly negative student behavior is communicated). Adheres to required building standards and does not exceed minimum expectations for contact with families.	Interactions with families focus on building trust and creating positive relationships (teacher balances positive and negative behaviors). Frequent information is provided to parents and the teacher has found successful approaches beyond the minimum expected.	Interactions are appropriate in frequency and focus on building trust and creating positive relationships. Uses a successful parent communication process that involves students, displays sensitivity for families, and involves families in solving problems. Confers with students and families to provide explicit feedback on student progress.
	Rarely communicates or seeks information from families regarding student background/characteristics, strengths, and needs.	Occasionally communicates and seeks information from families regarding student background/characteristics, strengths, and needs.	Consistently communicates and seeks information from families regarding student background/characteristics, strengths and needs.	Consistently communicates and seeks information from families and uses that information in the classroom.

Components of Domain 4: Professional Responsibilities

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

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

Section B. Standards Of 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, 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.

Teachers have ethical responsibilities to students, families and communities and colleagues and the profession. The Standards of Ethical Responsibilities guide teachers in positive ways to conduct themselves professionally. It is our professional responsibility to seek the most ethical course of action when consulting with all relevant parties.

Standards of Ethical Responsibilities to Students:

- The teacher will strive to educate all students to high standards of achievement.
- The teacher is knowledgeable of and delivers standards-based curriculum through the use of research-based professional practices and materials.
- The teacher shall engage in practices and select materials that include all students, celebrates diversity and never excludes them from opportunities on the basis of their race, gender, sexual orientation, ethnicity, religion, national origin, language, ability, or the economic status, or beliefs of their parents/families.
- The teacher shall develop skill sets, engage in practices and select resources/materials that create a positive and productive learning environment for all students with attention paid to the diverse range of students currently in their classroom and school.
- The teacher shall involve all of those with relevant knowledge and/or interest(s) (including staff and parents/families) in decisions concerning a student.
- The teacher shall be familiar with the evidence and/or symptoms of student neglect or abuse, including physical, sexual, verbal, and/or emotional. We shall know and follow state laws and community procedures that protect students against abuse and neglect.
- The teacher shall seek appropriate assistance and expertise when issues arise that affect student safety and health including, but not limited to; chemical abuse, mental health issues, bullying, and violence.
- The teacher is committed to developing the students' skill sets needed to best accelerate their learning.
- The teacher is committed to developing their instructional skill sets needed to best accelerate the learning of all the students currently in their classrooms.
- The teacher creates a classroom environment that is respectful, emotionally secure, and physically safe for all students.
- The teacher adheres to the requirements of Minnesota Data Practices Act (see addendum).

Standards of 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 Ethical Responsibilities to Students above).
- 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 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 exercise care in expressing views regarding students. Statements shall be respectful and based on firsthand knowledge.

Standards of Ethical Responsibilities to Colleagues and to the Profession:

- The teacher shall show respect for personal dignity and for the diversity among staff members, and shall resolve matters collegially.
- The teacher shall not engage in any practices that discriminate against colleagues based on race, gender, sexual orientation, ethnicity, religion, national origin, language, ability, economic status, or beliefs.
- The teacher shall exercise care in expressing views regarding the professional behavior or conduct of co-workers and/or students. Statements should be respectful, based on firsthand knowledge and relevant to the interests of students and programs.
- The teacher agrees to carry out the program at the assigned site. When teachers do not agree with program policies, they shall attempt to effect change through constructive action within the organization.
- The teacher has an ethical responsibility to report serious concerns regarding the conduct of colleagues and/or administrators.
- The teacher has a responsibility to inform colleagues of professional practice concerns and to support them as needed.
- The teacher shall make judgments based on fact, relevant to the interests of students and programs when making assessments and recommendations.

Section C. Teacher Job Description: To create an educational program and a classroom environment that is multicultural/gender and ability fair/developmentally appropriate, promotes learning and growth, and is based on a commitment that all children can learn.

Standards of 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, including diverse learning styles and needs, both academic and affective.
- credentials meet the requirements under "No Child Left Behind" (NCLB) and the reauthorized *Individuals with Disabilities Education Improvement Act (IDEA).* Teachers of core academic subjects must hold a bachelor's degree, be licensed by the state, and demonstrate subject matter competence.

Standards of Professional Responsibilities:

- adheres to the Minneapolis Public Schools Standards of Professional Ethics responsibilities to students, families and communities, colleagues, and to the profession.
- acquires knowledge of the goals of the Minneapolis Public School Strategic Plan and site/school goals. Works to support and achieve those goals.
- establishes developmentally appropriate instructional and behavioral expectations for students and for himself/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 and ability fair/developmentally appropriate. Selects, adapts and individualizes materials appropriate for diverse student populations and skills.
- participates in professional development opportunities to further their ability to positively engage the diverse range of students in their classroom/school.
- commits to and uses instructional strategies to close the achievement gap among students.
- 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 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.
- contributes to a positive professional work environment (see Article XII, Working Conditions).
- models learning and behavior consistent with the expectations for students.
- collaborates with peers to develop, plan, and implement best practices based on the needs/abilities of the students and assesses instructional effectiveness through the Professional Development Process (PDP).
- participates in continuous staff, team, and individual professional development.
- 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 Minnesota State Standards and the Graduation Rule.

Professional Expectations:

- all teachers of the District are expected to be punctual and regular in attendance. Teachers who have no absences in a school year will qualify for the 100% attendance bonus as described in Article VIII, Reserve Teachers.
- 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 and the reserve system.
- all teachers will maintain a professional appearance, general decorum, and behavior that conform to their professional status in the community.
- teachers are mandatory reporters of suspected child abuse and neglect (MS 626.556, Reporting of maltreatment of minors).
- teachers shall adhere to Minnesota Data Practices Act regarding student information.
- teachers are appropriate and professional in the use of technology, and follow District Standards of Technology use.
- teachers will adhere to the District and State testing protocol guidelines.

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 or realigned 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 Minnesota Department of Education (see link on www.mft59.org or www.mpls.k12.mn.us) 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, hold a valid Minnesota license for teaching in elementary schools and meet the current "No Child Left Behind" (NCLB) requirements.

Middle School Teachers: Teachers in middle grades must be licensed for the grade level they teach and meet the current "No Child Left Behind" (NCLB) requirements.

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, hold a valid Minnesota teaching license for teaching in a secondary high school and meet the current "No Child Left Behind" requirements. 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. Teachers must hold a bachelor's degree and be licensed by the state in special education and meet the current "No Child Left Behind" requirements.

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 web site (www.mpls.k12.mn.us) or at the Union web site (see www.mft59.org).

According to the 2007-08 handbook, the steps to relicensure include:

- Over a five year period, collect 125 clock hours
- Obtain the relicensure book at humanresources.mpls.k12.mn.us/Licensure.html
- Attach a MPS Relicensure Application Cover Page along with documentation for each category for which you are requesting approval
- Include among their 125 clock hours, activities that address:
    - reading instruction, and
    - signs of early onset mental illness, and
    - positive behavioral interventions, and
    - accommodation, modification, and adaptation of curriculum, materials and instruction to 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.

MDE can be contacted at: 651-582-8691 http://education.state.mn.us/html/intro_licensure.htm

Only teachers with valid licenses can teach, participate in the bidding process, **OR** be hired for summer school. The MPS Human Resources Department must have a copy of the required license on file, OR a stamped receipt from the Minnesota Department of Education, OR, see that the application has been posted on the State web site indicating license renewal application has been submitted.

PDP Relicensure Credit Hours:

Teachers may use the existing clock hour process that now includes hours for the Professional Development Process (PDP) 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 PDP Department will issue to the Site PDP Coordinators forms, instructions, and guidelines for hours per year for the Professional Development Process.

The following guidelines describe the process for PDP relicensure credit/clock hours.

Teachers may earn up to ten (10) credit/clock hours per year toward relicensure for PDP work.

Six (6) credit/clock hours may be earned by doing the PDP implementation as outlined in this contract. Documentation for this includes: PDP Plan, Winter and Spring progress reports, and evidence of team meetings.

An additional four (4) credits/clock hours may be earned for exemplary PDP work. Exemplary is defined as efforts above and beyond the standard PD Process. Documentation must be provided to Site PDP Coordinator and Site Staff Development Chair for approval in order to receive these additional four (4) credit hours. That documentation includes artifacts beyond the PDP plans and Progress Reports that show evidence of the exemplary work.

The Site PDP Coordinator will provide the guidelines and paperwork necessary to apply for the relicensure credits. A certificate of Continuing Education Units will be given to those who earn it.

The process for earning PDP Relicensure Credit Hours 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 PDP Facilitator. 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 District 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 aligned to PDP
- Participating in a study group
- 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 a PDP Professional Credits Application and keep her/his own log/portfolio.

National Board Certification and Relicensure: 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 (Subd. 5). These applicants shall be exempt from parts MS §122A.18.

Section E. The Professional Development Continuum

The Minneapolis Federation of Teachers in collaboration with the Minneapolis Public Schools launched its professional continuum journey in 1984 with the start of a teacher mentoring program for first year teachers. The success of this mentoring program led to the design of other programs and services to optimize the quality of teaching throughout the district. In addition, the national report*, A Nation At Risk*, called for raising the quality of teaching through the creation of a true professional model. This professional model has been developed in the district over the years by teachers, principals, administrators, parents, students, business leaders, and community members and is outlined in this article.

The Professional Development Continuum embodies the best research in educational pedagogy, human development, and effective leadership. It moves teachers through a career-long process of professional inquiry, lifelong learning, continuous quality improvement, and accountability for student results. The continuum begins with pre-service recruitment and training and continues through induction, retention, and recognition. Each step along the continuum builds from one to the next to ensure that all teachers are able to maintain the highest standards of effectiveness throughout their career. Outlined below are the basic Peer Assistance and Review (PAR) components of the continuum that deal with accountability and ongoing professional growth/improvement. The four main components of the PAR portion of the continuum are the Professional Development Process (PDP), Achievement of Tenure (A oF T), Guided Professional Development Process, and the Professional Support Process (PSP). Each of the components is described in detail on the following pages of this article.

Professional Development Process (PDP)

At the heart of the PAR continuum is the Professional Development Process (PDP). All other PAR processes have been built on the beliefs and structure of PDP. PDP is:

- for all teachers tenured and non-tenured
- a professional process for teachers' use to assist them in continuous assessment and reflection to improve their instructional skills, knowledge bases and collegial/student interactions
- a method to show accountability for the learning/achievement of all students
- both the right and the responsibility of all teachers
- implemented annually

Achievement of Tenure (A of T)

- is for teachers in their first three (3) years of service in Minneapolis Public Schools
- provides support toward achieving the Standards of Effective Instruction through successful completion of the A of T requirements. These requirements assist teachers in using the reflective skills they will need throughout their career
- is supported by a District PAR mentor in the first year of teaching

Guided Professional Development Process

- provides additional assistance to help teachers improve their practice who are not at the level of needing PSP but require additional support
- is determined by the District PDP Facilitator and/or District PAR Mentor following a thorough assessment that includes interviews and meetings with the principal(s), team members, and the teacher, as well as, observations of the teacher
- is guided by the District PDP Facilitator and/or District PAR Mentor but is the responsibility of the teacher on the Guided PDP and the PDP team (which includes the principal) to implement as agreed upon

Professional Support Process (PSP)

- provides more in depth support and mentoring for teachers whose performance does not meet expected Standards of Effective Instruction and who have not successfully done so through the PDP and/or Guided PDP
- is determined by a District PAR Mentor following a thorough assessment that includes the data from the Guided PDP
- provides an avenue for teachers to either transition back to PDP or Guided PDP after successful attainment of the PSP goals and strategies
- provides a professional and fair method for teachers who need to transition out of teaching or their position once it is determined that the teacher is unwilling or unable to meet the Standards of Effective Instruction and the PSP goals and strategies
- provides career options counseling with a District mentor to assist with the transition of moving out of the job/district

Participating in PDP, A oF T, Guided PDP, and PSP When Working at Multiple Sites:

A oF T Teachers Participating in PDP at Multiple Sites: When a teacher is assigned to more than one site, the administrator for each site will be notified by the District PAR mentor, if assigned. 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.

Teachers Participating in PDP 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.

Teachers Participating in PSP at Multiple Sites: When a teacher on a PSP is assigned to more than one site, the administrator for each site will be notified by the District PAR mentor. The teacher, District

PAR mentor, and the administrators together will determine which site(s) will provide the primary services 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 Heart of the Continuum -the 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, school nurse, TOSA, SNOSA, SWOSA, administrative intern, or District Program Coordinator, 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, team and school effort.

In order for PDP to be successful, it must take place in a professional culture 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 Strategic Plan the School Improvement Process (SIP), and staff development in philosophy, training, and forms. It uses the Minnesota State Standards, 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:

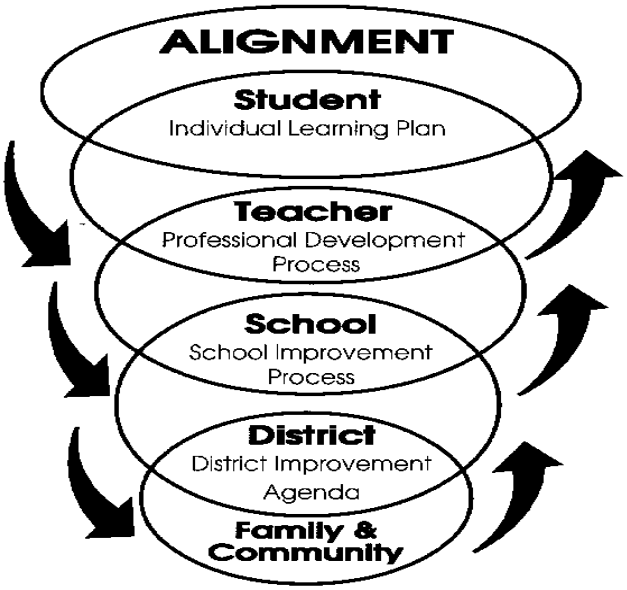
- organize efforts around the real work of a site/classroom
- increase professional peer interaction and involvement
- improve communication and collaboration among professionals
- include means for student and parent participation and feedback
- be flexible and responsive to teaching and learning
- be multicultural/gender fair/ability fair/developmentally appropriate
- incorporate options, choices for professional growth
- 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 (§122A.41) 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 (formally and informally) the needs and achievement levels of students. Following that, a review is done of the Strategic Plan and School Improvement Plan (SIP), as well as, School Information Reports (SIR), Minnesota State Standards, Office of Civil Rights (OCR), and other multiple data sources. A Professional Development Process Plan is then written based on the findings of the data analysis. The plan also needs to align with the School Improvement Plan (SIP) goals and the curriculum content standards (if applicable). The overall PDP plan should focus on increased student achievement/learning and what the teacher needs to do to make that happen. 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, a minimum of three (3) +times a year, (fall, winter and spring) but is encouraged to meet more frequently. The team discusses the plan, assesses progress toward goals, and assists in resourcing, reflecting, and problem solving.

Alignment of the PDP goals, as depicted here, is important to achieve full impact of the PDP work.



Reflective activities to ensure PDP goal attainment are essential to the success of the plan. In between PDP Team meetings, participants engage in a variety of reflective 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, collegial networking 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.

Annual PDP Timeline

September: All staff: 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, assess PDP plans to inform site staff development to assist in the implementation of the PDP plans. Begin doing coaching, staff development, study groups, action research, etc., as planned in PDP's and as aligned with School Improvement Plans (SIP) and Staff Development.

Administer the Student Feedback Surveys available through Site PDP Coordinator.

December: Continue working on the implementation of the PDP plans and staff development. Coach, observe, meet in study groups, videotape, work on action research, etc. as outlined in the plan. Tabulate the results from the Student Feedback Surveys for use at the Winter Progress Report meetings.

January and February:

Winter Progress Report team meetings are held in late January or early February to go over progress to date, to discuss plans and decide whether strategies are working or not. Adjustments are made as needed in the plans and activities. 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.) and collecting evidence of results.

April-May: Administer Student Feedback Surveys if needed, or desired, as determined by teacher or PDP team.

Begin Spring Progress Report process and complete by the end of May. Signed Spring Progress Reports are turned in or electronically transmitted to the Site PDP Coordinator, who will send in or transmit copies of reports to the District PDP Facilitator.

June: All Spring Progress Reports have been delivered to the District PDP Facilitator from the Site PDP Coordinators. Copies of PDP Plans and Progress Reports are kept on file for a period of three years.

Please note: Throughout the entire year, staff may share good ideas and successful results from the PDP work with other staff. This may occur at staff meetings, on staff development days, or in other creative venues.

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 Facilitator in a single electronic file.

Teachers at Multiple Sites and PDP – see Section E. of this article.

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, EAs, support staff, etc. with at least some from the same school site)
3. others as needed and/or desired. This can include, 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), and/or other multiple assessments including student work and Office of Civil Rights (OCR) data. It is also important to observe students before setting on a plan of action.

Once the data is collected the teacher writes a PDP plan. A teacher may write the plan individually and/or work with their team, and/or coach to think through a plan. Team or school wide PDP plans are also an option. Collaborative plans are often beneficial in that they get everyone working together in a focused direction. Each team member 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 be sure to work on what is of greatest need to improve or expand their own teaching and improve student achievement.

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.

In between PDP team meetings, reflective activities that are focused on PDP goal attainment take place. These activities include such things as coaching, staff development, study groups, action research, observing colleagues, assessing a videotaped lesson, journaling on practice, networking with colleagues, creating a professional portfolio, reviewing student work, and coaching. These activities bring PDP to life and strengthen learning and results. PDP is centered on the real work that is already occurring in schools and classrooms and is a process that helps that work become more meaningful and successful.

If performance issues 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 District PDP Facilitator or PAR District Mentor who can assist teachers, teams, and sites with performance issues.

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 Sections G and H.

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

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 J of this article.

Site PDP 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 IV, Shared Leadership.

Site PDP Coordinator. Every site will identify a teacher leader or team of teacher leaders to coordinate the on-site support for PDP. The PDP Site Coordinator will meet the professional needs of colleagues and expectations outlined below. PDP Site Coordinator Responsibility Pay (contingent on continued funding) will be determined by the size of the site and completion of job expectations. PDP coordinators have the following roles and responsibilities:

Responsibilities directly related to all staff:

- maintain a positive, supportive, encouraging and professional attitude about the Professional Development Process
- remind staff that this is their right and their responsibility
- use good coaching skills at all times when dealing with staff
- organize PDP materials and activities at site. Ensure that all staff have what they need in order to do the PD Process efficiently and effectively
- arrange time for PDP materials and activities at site. Ensure that all staff has what they need in order to do the PD Process efficiently and effectively
- collect PDP plans and progress reports fall, winter and spring
- update the staff regarding district PDP information throughout the year at staff meetings
- model successful implementation of your PDP plan
- listen to and receive ideas, suggestions from staff regarding the PDP and about your role as the coordinator
- be a leader in raising the quality of teaching and professionalism
- advocate the alignment and integration of PDP into site work, (e.g. staff development, grant work, curriculum content standards, school improvement process, etc.)
- survey staff each spring regarding the success of the implementation of PDP at your site (use the survey provided by the PDP office)
- distribute the PDP Site Coordinator Assessment Survey provided by the District PDP office in the spring (Have the site Union Steward collect the surveys and send them to the District PDP offices.)
- Have Fun! Celebrate successes! Share the PDP work of the staff. Help make the PDP a creative, meaningful and useful tool for professional growth!

Responsibilities directly related to individual staff:

- coach those who need help getting their PDP completed
- use the Guided PDP and the Professional Support Process (PSP) when appropriate
- meet with Achievement of Tenure teachers in the fall to make sure they are on track with what is expected
- coordinate Achievement of Tenure with principal, staff development chair, and building union steward

- ensure staff receives appropriate relicensure credit for PDP work as outlined in the Teachers Contract. (PDP Coordinators along with the Principal may sign the relicensure clock hour certificates for staff once the teacher's work has been reviewed)
- work with other committee chairs to coordinate efforts to align and integrate PDP with site goals

Responsibilities not directly related to staff:

- give copies of everything to the school office for filing
- create a staff checklist and send it to the District PDP office fall, winter and spring
- attend district PDP training in the fall and network meetings for coordinators three times per year (fall, winter, and spring)
- contact the District PDP Facilitator for assistance when needed
- have a strong working knowledge of Article V, Professional Development and a clear understanding of the professional continuum

Selection Process for the Site PDP Coordinator

Teachers who are interested in being the Site Professional Development Coordinator may apply directly to the Site Leadership Team or Site Staff Development Committee (which ever is most appropriate for the site) using the standard application form provided to the sites by the district Professional Development Process Facilitator. Sites should announce to all professional staff when the applications for the position are being accepted and allow at least one week for submission. Once the applications have been received, the applicants need to do a brief interview with the designated Site Leadership or Staff Development Committee. To ensure a common protocol is followed throughout the district for these interviews, the District PDP Facilitator will supply a set of instructions to each site. Teachers selected for this site teacher leadership position must agree to implement all the expectations of the Site PDP Coordinator as outlined in this article.

Section F. 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 outlined below.

Achievement oF Tenure: In the State of Minnesota, tenure is defined as continued service after the completion of three consecutive 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 PAR Office) is available to support teachers through the tenure process.

Probationary teachers must successfully complete this process by the end of their third year in the district.

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 requirements. 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 to improve student achievement. These goals are to be aligned with the School Improvement Plan, and the Standards of Effective Instruction.

Who Participates in Achievement of Tenure?

All teachers new to teaching or new to Minneapolis Public Schools are required to do Achievement of Tenure.

The following guidelines will help determine if A of T requirements need to be fulfilled:

1) Teachers returning to work in Minneapolis Public Schools in the first three years of employment:

Teachers who were released and rehired within the first three years of teaching do not have to start the Achievement of Tenure process over. They may resume where they were before they were released from service. All the A oF T requirements still apply as outlined in this article.

2) Teachers returning to work in Minneapolis Public School within five (5) years of completing the

A oF T requirements and achieving tenure do not need to do the A oF T process over. However,

if it has been longer than five years, a mentor will do an observation and complete an assessment to determine if the returning teacher needs to do the A oF T requirements again.

3) Teachers tenured elsewhere and new to Minneapolis Public Schools: Teachers who worked in other school districts and are tenured will have an assessment and observation completed by a district mentor to determine if the teacher will need to complete the A oF T requirements.

4) Retired Minneapolis teachers returning to work in Minneapolis Schools: Achievement oF Tenure requirements are not required.

Professional Development Components of Achievement oF Tenure:

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

- New Teacher Orientation (first year);
- At least twenty hours (20) 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 to probationary teachers for the purpose of observing classrooms of identified demonstration teachers. Teacher will be accompanied by a mentor or other A oF T team member(s) during this observation.
- To be eligible for the Achievement oF Tenure bonus, the new teacher must complete Peer Coaching (16 hours) and a PAR-approved behavior/classroom management training.

Teachers must also complete the remaining Achievement oF Tenure requirements:

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:
   - Explanation of the A oF T Professional Development Process (PDP) that is based on student achievement and teacher professional development needs aligned with the School Improvement Plan (SIP), the Standards of Effective Instruction, respective job descriptions, and the Minnesota Code of Ethics and Standard of Professional Ethics found in Section B of this article.
   - 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, or site colleague to identify PDP team members, and to formulate a PDP plan.
3. Meet with A oF T PDP 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 Tenure PDP 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.

Schedule at least one formal observation cycle with mentor if assigned. The Achievement oF Tenure PDP team may recommend a supervisor, administrator, or another Achievement oF Tenure Team member do a second formal observation, during the first semester of the school year. Areas of progress and areas for further growth will be shared with the A oF T PDP team.

6. First year Probationary teacher performance assessment and decision-making resides collaboratively with the A oF T PDP team, which includes the mentor (if assigned), colleagues and the principal. At the end of each probationary year, the team will assess progress based on multiple indicators including observations by team members and plan next steps for the following year. The A oF T PDP team will make one of the following determinations:
   - For teachers in Year 1 or 2 - continue working toward Achievement oF Tenure in the following year (for teachers making satisfactory progress toward Achievement oF Tenure);
   - For teachers in Year 2 or 3 - continue working toward Achievement oF Tenure with the support of an assigned mentor (for teachers who need continued or added support);
   - For teachers in Year 3 who have successfully completed all the A oF T requirements by the end of the probationary period -move to PDP in Year 4 as a tenured teacher.
   - For any teacher in Year 1, 2, or 3 – who has not made satisfactory progress, and who has received support from an assigned mentor for a minimum of three months, a referral will be made to Human Resources with the recommendation to discontinue employment.

NOTE: A referral to a Professional Support mentor may be made at any time during the first three years for career options counseling. Teachers may also access OPTUM for support.

Where to Send A oF T Forms

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.

A oF T PDPs are handled the same as other staff PDPs. They are collected at the appropriate times (fall, winter, spring) and turned in to the District PDP Facilitator at the times designated.

The site PDP Coordinator will forward the Achievement of Tenure Notification form to the District PDP Facilitator for processing.

Site PDP Coordinators are to assist new teachers in the A oF T process as outlined in the Site PDP Coordinators Job Description in this article.

(Teachers At Multiple Sites and A oF T - see Section E of this article.)

Financial Support for Tenure Candidates

The district will allocate a Probationary Teacher Financial Support Package for each teacher new to the District. This package will cover the following:

a. **Twenty hours of portfolio development**: Probationary teachers working toward tenure will be granted 20 (twenty) Continuing Education Units (CEUs) for the development of the A of T portfolio. These CEUs may be used for relicensure purposes.

b. **Peer coaching class participation**: The cost for the District Peer Coaching class (maximum 16 hours), attended outside of the teacher duty day, will be paid from site staff development funds. Sixteen (16) CEUs will be given to each participant upon completion of the course. These CEUs may be used for relicensure purposes.

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 taxable network-capable laptop computer valued at $1000 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-October and Mid-April 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 October payout, and the last school day before winter break for the April 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 Suggested Pacing Schedule
For teachers hired for the '05-07' 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 that 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 Standards and 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)	PAR conducts an orientation each August for teachers who are new to the district. All staff that are hired under the Teacher Contract must attend this orientation, regardless of other new employee workshops offered at their site(s), or within 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 twenty (20) hours over three years of staff development or course work that supports their A oF T goals.	The teacher will have CEUs for each training that verifies attendance and participation in staff development sessions.	Consistent participation throughout first three years.	**1** _	**2** _	**3** _
Peer and/or Cognitive Coaching	Teachers will complete district 16 hour Peer and/or 40 hour Cognitive Coaching training in addition to twenty (20) hours staff development.	The teacher will have a staff development certificate of completion for the coaching class and earn 16 CEUs.	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 Suggested Pacing Schedule For teachers hired for the 05-07 school years						
Activity	**Description**	**Examples of Evidence of completion**	**Time line**	**Check Year Complete**		
Behavior /Classroom Management	Teachers will attend at least one course on behavior and/or classroom management. Suggested courses are ENVoY, Responsive Classroom, CPI training	A certificate of completion	Completed during by Year 3	**1** ___	**2** ___	**3** ___
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 CEUs that were used to develop their professional portfolio.	Three full months before the teacher's tenure date.	**1** ___	**2** ___	**3** ___
Submission of Achievement oF Tenure Notification Form	The teacher is responsible for submitting the form to the Site PDP Coordinator.		Following 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 PAR. 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 PAR. 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, PAR, 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.

- Within 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 PAR. Be sure to keep a copy for your 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 PAR 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 the Benefits Department 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.

(Teachers at Multiple Sites on A oF T – see Section E of this article.)

Guided PDP

When a teacher needs assistance in order to meet their PDP goals or the Standards of Effective Instruction and the PDP Team or others have been unsuccessful in providing that assistance, a Guided PDP may be needed. A guided PDP is used when concerns arise that require additional professional support beyond a PDP but are not at the level of a PSP.

In order to determine this, the teacher, PDP Team, other staff members or principal may call the District Professional Development Facilitator and/or the lead District PAR mentor to request an assessment.

If, following a thorough assessment (observations of the teacher; interviews and meetings with the principal, team members, the teacher and others as determined appropriate; analysis of other pertinent data), it is determined that a Guided PDP is needed, the District PDP Facilitator or the District PAR mentor will lead the process for implementing it. The teacher is provided 6 - 8 weeks of Guided PDP services to establish progress toward goals and objectives, unless the PDP team determines a longer period of time is necessary. If, after this time period, sufficient progress has not been established, and barriers to growth have been considered, the team may request a PAR mentor assessment for PSP services. Below is the outline of responsibilities of those involved in a Guided PDP:

Teacher's Responsibilities:

- contact the Site PDP Coordinator or the District PDP Facilitator or the District PAR mentor if a Guided PDP assessment may be needed
- decide the composition of the PDP Team with support from the District PDP Facilitator or the District PAR mentor
- discuss goal issues and concerns with PDP team
- meet with PDP team, principal, and District PDP Facilitator or the District PAR mentor to plan the Guided PDP
- coordinate date and time with team members to conduct a pre-conference meeting prior to observation
- coordinate date and time with team members to conduct a post-conference meeting after observation
- write the Guided PDP plan with guidance from the team and PDP Facilitator or the District PAR mentor that includes the agreed upon goals and strategies
- maintain documentation of conversations, observations and meetings
- use PDP Team members, as needed
- use PDP Site Coordinator or District PDP Facilitator or the District PAR mentor, as needed
- implement the Guided PDP plan strategies as agreed upon
- make copies of plans and progress reports and distribute to the team and the District PDP Facilitator or the District PAR mentor
- write the Guided PDP Progress Reports following team meetings

Team member(s) Responsibilities:

- be the first source of support and guidance
- discuss issues and concerns directly with teacher to determine next steps
- participate in Guided PDP meetings and planning

- contact the Site PDP Coordinator or the District PDP Facilitator or the District PAR Mentor if a Guided PDP may be needed
- pre-conference with teacher regarding observation
- observe teacher at least once for a minimum of 30 consecutive minutes
- post-conference with teacher regarding observation
- assist the teacher to develop focused and appropriate goals and strategies as needed
- provide assistance toward goal achievement at the needed frequency and duration
- maintain documentation of conversations, observations and meetings
- may suggest additional site staff as resources to the Team or to become Team Members
- will consult with the PDP District Facilitator or the District PAR Mentor to review the teacher's needs and the PDP services, or for further recommendations

PDP Site Coordinator Responsibilities:

- notify PDP District Facilitator that teacher may need Guided PDP plan
- maintain a positive, supportive, encouraging and professional attitude with the Guided PDP team and teacher
- coach the teacher as needed
- advocate the alignment and integration of PDP into site work
- maintain documentation of conversations, observations and meetings
- provide support to Guided PDP Team as needed
- contact the PDP District Facilitator for assistance as needed

Site Administrator(s) Responsibilities:

- contact the Site PDP Coordinator or the District PDP Facilitator or the District PAR Mentor if a Guided PDP may be needed
- participate in the Guided PDP meetings and planning
- pre-conference with teacher regarding observation
- observe teacher at least once for a minimum of 30 consecutive minutes
- post-conference with teacher regarding observation
- maintain documentation of conversations, observations and meetings
- provide assistance toward goal achievement at the needed frequency and duration

Professional Development Process (PDP) District Facilitator or the District PAR Mentor Responsibilities:

- conduct an assessment to determine if a guided PDP is needed which includes but is not limited to observations, interviews and meetings with the teacher, the principal(s), the PDP team and others, as appropriate.
- make the determination after consultation with the teacher, PDP team and principal whether a Guided PDP is warranted and what the next steps will be.
- assist in the development of the guided PDP plan along with the teacher, team and principal
- conduct the Guided PDP team meetings
- ensure integrity of PDP and Guided PDP
- advocate the alignment and integration of the Guided PDP into site work
- provide support to teacher, if needed
- provide support to the team, if needed
- meet with administrator(s), the Guided PDP team and the teacher, as needed
- maintain documentation of conversations, observations and meetings attended
- continue support for teacher during site and/or position changes
- conduct initial and subsequent meetings as appropriate

Teacher Transfer on a Guided PDP:

When a teacher in the Guided PDP process transfers to another site, the receiving principal, District PDP Facilitator or PAR mentor, and the teacher will review the circumstances for the plan. Given the new job description and site, the mentor will determine whether continued support appears appropriate. If continued support appears appropriate, the mentor will complete an assessment of needs for success in the new assignment, and work with the teacher to revise the Guided PDP Plan and develop a new team. Otherwise, the teacher will return to the PDP process.

(Teachers at Multiple Sites on a Guided PDP – see Section E of this article.)

Section G. Professional Support Process (PSP):

The Professional Support Process (PSP) is a confidential process that provides support for employees who are experiencing challenges that require expanded collegial assistance after efforts have been made to support the teacher at the site through a Guided PDP. The teacher or any member of the PDP team/Guided PDP Team may request a teacher be assessed for PSP after a discussion with the teacher and the team. This is done by contacting the PAR Program Office and speaking with the lead mentor. During an intake process, the mentor will establish efforts to support at the site to determine whether an assessment for PSP is appropriate. PSP is initiated when a PAR mentor, after meeting with the teacher's Guided PDP team, determines the need to assure additional support for the 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 the process (see Article V, Section F. for a description of the 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 extend for up to nine months. If the PSP team believes that a shorter timeline is appropriate, the PAR Mentor may make an earlier referral to the PAR Professional Review Committee on behalf of the team. During the Professional Support Process, 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, collaboration, 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 or Guided 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. With a change of sites, the PSP continues in the new site, with possible revisions of the PSP Plan.

The Professional Support Process will include the following steps:

Step 1: A PSP team is developed by the PAR mentor with input from the teacher and site administrator, according to the specific growth needs of the teacher entering service.

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 PAR 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 pre-determined 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] return to a Guided PDP,

c] continue with Professional Support (PSP), or,

d] be referred to the PAR Panel for status determination by a PAR Professional Review Committee.

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.

Teacher Transfers on PSP. When a teacher in the Professional Support Process wishes to transfer to another site, the teacher discusses this with the PAR Mentor. If a transfer occurs, the receiving principal/site administrator, the District mentor, and the teacher will have a discussion regarding the appropriateness of the PSP plan for the subsequent school year. Given the new job description and site, the mentor will determine whether continued support appears appropriate. If support in the new assignment appears appropriate, the mentor will complete an assessment of needs for success, work with the teacher and the administrator to revise the PSP plan, and develop a PSP team with input from the teacher and the administrator. Otherwise, the teacher will return to the PDP process.

PAR Professional Review Committee for PSP. In the event that the Achievement oF Tenure or PSP Team does not reach consensus on the decision to continue to provide support for the teacher through A oF T, or PSP, the recommendation(s) are referred to the PAR Professional Review Committee. This Committee will be comprised of: two teachers on the PAR Panel, one principal on the PAR Panel, one Labor Relations administrator, and a District PAR mentor not involved with the teacher's A oF T or 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.

(Teachers at Multiple Sites on a PSP – see Section E of this article)

District Student and Family Feedback Surveys: Giving the District Student and Family Feedback Surveys is an annual expectation for all educators. These surveys were developed with support from the City-wide Student Government, Professional Development Services, Research Evaluation, and Assessment Department, Planning and Policy and the Minneapolis Federation of Teachers. The family survey focuses 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.

As part of the Professional Development Process to improve instruction, it is an expectation that all educators will use and compile the results of the completed District Student and Family Feedback Surveys for discussion and reflection with their PDP team. Educators working on Achievement of Tenure must be sure to complete and save at least one set of Student and Family Feedback Surveys each of the first three years as part of the tenure expectations.

To enhance the feedback process, individuals may add a few of their own questions to the surveys as appropriate to their needs. In addition to using the Student and Family Feedback Surveys, individuals may use their own informal surveys to gather information from students and/or parents as appropriate.

Family and Student Feedback Survey templates are available through the District Professional Development Services Department or online through the MPS website (mpls.k12.mn.us) and can be downloaded as needed. The Family Feedback Surveys may be provided at parent/family conferences.

The Family Feedback Surveys are available online and may be downloaded as needed. Check the Minneapolis Website for surveys in other languages. Sites may download and reproduce the surveys in the numbers consistent with their population.

Professional Development Services will assist sites in obtaining large scale copying, if needed. Schools/teachers may also make copies on-site, if they prefer.

The timeline for implementation of the Student/Family Feedback Surveys is:

October: Receive printed surveys or copy at site as needed

November: Administer surveys to students. Sites should also inform parents of the online Parent Feedback Survey and/or use them at Parent –Teacher Conferences.

December: Individuals collate feedback from the surveys and analyze results.

January/February: Share results with PDP Team at the Winter Progress Report Meeting.

March: May Continue to solicit feedback from students and parents. Administer follow-up survey as determined by PDP Team to compare results between Fall and Spring.

Section H. Career Options/Outplacement Service: Career Options/Outplacement is a career counseling service that may be 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 may 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. Teachers may also access OPTUM for support.

Section I. PAR (Professional Assistance and Review) Process: PAR is a collaborative effort of the Minneapolis Federation of Teachers and the Minneapolis Public Schools that provides support throughout the Professional Career Continuum. PAR will strengthen the profession 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 PAR Panel: The PAR process 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 role of the panel is governance of the PAR processes (A oF T, PDP, Guided PDP, and PSP.) The panel is responsible for the

process of selecting, inducting, assigning, assessing and supporting PAR mentors, including the Lead Mentor. The panel will administer the selection, induction, and training of teachers in the Teacher Emeritus program and certify Teacher Emeriti. The panel is responsible for assessing District sites needs for mentor support. Sites will be involved in the selection of building mentors. The District will maintain a staff complement to implement, support and coordinate PAR programs and services. The panel is responsible for program design, implementation, evaluation and budgeted expenditures. The Panel is coordinated by the PAR Lead Mentor and the District Employee Relations Representative.

The PAR Panel will:

- provide governance for the Achievement oF Tenure process for probationary teachers and the PDP and PSP for tenured teachers;
- maintain a website to communicate PAR matters to District staff;
- 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;
- 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.
- provide regular professional development, training and collaborative support to District, PSP, TAP and Site Mentors
- provide survey data, observations, coaching, and other feedback to all mentors as a part of their own PDP process to enhance their effectiveness
- provide recognition of exemplary service of teacher leaders (or teachers in leadership roles)

PAR Mentors PAR 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, or go to bidding. 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. PAR 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. In order for mentors to be effective, caseloads should range from 14-24 for A oF T Mentors and 9-13 for tenured teacher mentors.

PAR 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

PAR 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 Strategic Plan, the 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 J. 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 State Standards, 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.
- Be appropriate and relevant for elementary specialists.

Staff Development Strategies:

- Help sites align staff development plans with Strategic Plan, 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 classroom teachers, and, educational assistants, administrators, principals, other staff, parents, and community members. The committee works collaboratively with Curriculum and Instruction 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 Minnesota Department of Education 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 and in closing the achievement gap.
- 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 Strategic Plan, 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 K. 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, PAR, 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 Strategic Plan.
- 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 PAR 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 PAR 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 that 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 encourage all sites to develop residency programs especially in high need areas that may lead to requiring a year of residency for all new hires. The requirement of a year of residency is contingent upon the supportive agreements and understandings among the MFT, its members, and the District in the areas of funding residency sites/programs and hiring of residents.

MODELS OF PROFESSIONAL INDUCTION AND DEVELOPMENT					
	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
School Site Level of Commitment	Cooperating teacher has primary responsibility for training student teacher	Cooperating teachers/ department have primary responsibility for training	– 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 1) phases of teacher preparation, 2) school site program development, 3) university program development	Shared faculty responsibility between school(s) & university to collaborate on 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)

MODELS OF PROFESSIONAL INDUCTION AND DEVELOPMENT					
	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**
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
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 L. 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 Strategic Plan, 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 PAR. 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 PAR 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. The District Professional Development Center Coordinator is responsible for coordinating the committee efforts and meetings.

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 PAR Services.

The application process for additional sites that wish to establish a Professional Development Center will be established through PAR 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 M. 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 23 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. National Board Certification is valid for a period of ten years and may be renewed. This renewal process should begin, if desired, a year or two before the first certificate expires to avoid a gap in certification.

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 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. In addition, sites may elect to support candidates in this process.

Teachers pursuing NBC will be allowed up to five (5) days NBPTS Sabbatical for the purposes of meeting the National Board candidacy requirements. Sites may choose to augment this with site staff development dollars to allow the candidate additional days.

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 valued at $1000.00.

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 upon submission of documentation to PDP Site Coordinator.

Section N. 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 twenty-one categories in the Professional Career Continuum. They are:

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

Teachers may be classified in more than one category concurrently.

The following is a definition 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 is 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 that 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, Professional Development)

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 PAR, 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. 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 PAR Panel is responsible for the process of selecting all Teacher Mentors. Sites will be involved in the selection of building mentors and TAP 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.
- **(PAR) Mentors:** PAR Mentors work with site Professional Development Process (PDP) and/or Professional Support Process (PSP) teams to support teachers. They provide direct support through facilitating meetings, coaching and observing teachers, and ensuring appropriate implementation of the PDP/PSP.
- **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.
- **TAP Mentors:** Serve as exemplary teachers and instructional leaders providing feedback, and the knowledge and skills needed to improve classroom practice through well-structured, collegial, job-embedded professional development.

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 that 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 TOSAs 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 TOSAs who have been excessed or who wish to leave the position exercise their rights pursuant to Article XV, Transfer, Reassignment, and Recall.

Appointment and Return to Classroom:

- In order to maintain maximum educational stability for students, site TOSAs 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 TOSAs will occur at natural breaks in the school year or at a time mutually agreed to by all parties involved.
- Site TOSAs 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 TOSAs 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 TOSAs 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 TOSAs 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 TOSAs 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 TOSAs whose major responsibility is instructional support, teacher training, and/or curriculum development shall have significant experience in classroom instruction. Unless specified, all district TOSAs will provide delivery of services focused on students and staff support in schools.

District TOSAs 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 TOSAs 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 PAR Panel, Minneapolis Federation of Teachers, Curriculum and Instruction, 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 TOSAs serve for a maximum of five (5) years in one position. District TOSAs cannot serve beyond a maximum of ten (10) years in any and all District TOSA positions.

District TOSAs who have been excessed or who wish to leave the position exercise their rights pursuant to Article XV, Transfer, Reassignment, and Recall.

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 TOSAs will occur at natural breaks in the school year or at a time mutually agreed to by all parties involved.
- TOSAs 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 TOSAs 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 PAR 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 of this contract. 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 PAR Panel 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 PAR 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 PAR 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.

U. Instructional Coach/Content Coach; Instructional coaches/content coaches serve as exemplary teachers and instructional leaders providing feedback, and the knowledge and skills needed to improve classroom practice through well-structured, collegial, job-embedded professional development.

Section O. 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, SIPs, 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:

C & I/ Standards/Grants	Teacher Development Programs
Minneapolis Federation of Teachers	Employee Relations
Minneapolis Principals' Forum	Leadership Development
Professional Development Services	Professional Practice School/Residency Program
Staff Development Advisory Committee	Special Education/OCR
Peer Assistance and Review	Title I
Professional Development Centers	MPS Area Offices
Multicultural/Multilingual Programs	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.

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.

District Responsibility

The District has a primary responsibility to ensure the safety and security of staff in accordance with current district policy (e.g. CITYWIDE DISCIPLINE POLICY #5200, CITYWIDE DISCIPLINE PROCEDURES 5200A, COMMUNITY RELATIONS RESPONSE TO VIOLENCE AND DISRUPTION, 1541). In the event that staff safety and security needs are not being addressed, the District and Union will act to raise concerns that staff may have on an as needed basis. 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. For example:

- External resources include United Way (211/assistance); mediation services (Minneapolis Mediation Program, North Hennepin Mediation Program) to assist with student peer mediation program development
- Internal Resources include the District Behavior Committee, and the Health and Safety Committee receiving referrals of safety concerns and reviewing the responses from the District to concerns that have been reported by teachers to the district Safety & Security office, the EEOC officer, site administrators or other appropriate district officials.

District Behavior Committee

The District and the Union agree that the District Behavior Committee will include equal representation of labor and management appointed by the Superintendent of schools and the MFT President. Labor representatives will include teachers and Educational Service Professionals (ESPs). District representatives will include the departments of Safety and Security, Risk Management, Student Support Services, and Special Education.

Within one month after contract ratification, the District Behavior Committee will meet to discuss worksite safety issues, including:

- Current processes and procedures the district has in place to address worksite safety and a plan to integrate those processes and procedures
- Additional processes and procedures to address safety
- Serious, site specific concerns
- Intervention strategies

In addressing workplace safety issues, the District Behavior Committee will consider:

- precipitous changes in the District Employee Survey on questions of safety
- number of calls from the site to 911
- number of complaints of fear for safety of students and teacher by employees
- number of calls/concerns of parents for the safety of their students at the site
- compilation and summary of complaints by MFT following meetings with staff
- adults at the site cannot control the escalation of unsafe student behavior
- multiple reports of assaults of student-on-student and student-on-teacher
- site behavior plan is either non-existent, not working, or lacks follow-through
- district has cited the site for excessive suspensions
- Reexamine results, trends of site survey data
- Assess the building behavior plan and its implementation.
- Survey/interview teachers, students, parents for immediate feedback
- Gather and analyze all data regarding incident of student behavior organized by student, location, time-of-day, etc.
- Consider intervention strategies, especially for schools experiencing a dangerous or escalating level of unhealthy and unsafe behaviors

The District and the Union seek to work together to ensure that all worksites are places that are safe and healthy for all students to learn and all teachers to teach. However, when a pattern of serious safety issues become evident, both the District and the Union have a responsibility to take action to restore a peaceful, safe learning environment.

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 Cabinet and the Professional Leadership Team regarding policy. This committee will meet to review site behavior plans and site behavior data. The District Behavior Committee will meet monthly and more often as needed. The Committee shall develop intervention strategies, resources, and plans to assist schools in meeting crisis situations with regard to behavior. This shall include review of student placement strategies and re-examination of District policies on administrative transfers, suspensions, expulsions, attendance and high school age parameters.

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 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 District Behavior Committee and by the Area Superintendents for appropriate scope and implementation. The District Behavior Committee may assist sites in assessing their behavioral needs and in constructing their plan. The District Behavior Committee will work with other district departments and/or committees to support sites needing assistance with behavior/climate.

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 Schools due to behavioral issues, will receive appropriate, timely background information including prior intervention strategies before the student is admitted to the receiving school. Receiving classroom teachers shall be considered in those "needing to know " before admittance to a classroom.
   6. Administrative transfers shall be made using the formal district procedures for doing so. Any deviation from those policies will result in the student returning to the school originating the transfer, but not to their original classrooms.
   7. 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 well-being 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
6. Student Support Services

Section D. Assaults on Teachers

An assault is defined under the Citywide Discipline Policy as "a direct attack on another person and includes either physical and/ or sexual attacks (see Policy 5200A). In the event a teacher is physically assaulted by on 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 X, Personal Injury/Property Benefits, 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
- Workers' compensation First Report of Injury
- Police Report

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

This article shall not be subject to the grievance procedure.

ARTICLE VII. BASIC SALARIES, RATES OF PAY, OTHER ASSIGNMENT, WORK, AND SCHEDULES

Section A. Salary: Teachers shall be paid in accordance with one of two salary plans, the standard salary schedules or the Professional Pay Plan option, adopted by the Board of Education for the 2005-07 contract period.

Subd. 1. Standard Salary Schedules: The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2007, through June 30, 2008, and standard salary Schedule B shall be part of this Agreement for the period July 1, 2008, through June 30, 2009.

Subd. 2. Professional Pay Plan Option: Effective upon adoption of this agreement, teachers shall continue to have the **option** to participate in the Professional Pay Plan. Teachers currently enrolled in the Professional Pay Plan shall have a period of forty-five (45) duty days following publication of the terms and conditions of the Professional Pay Plan in which to review the plan and exercise the **option** to withdraw from the Professional Pay Plan without loss of pay, change of rightful placement on the standard salary schedule, or other penalty. The Professional Pay Plan shall continue in effect and remain an **option** for teachers and shall be part of this Agreement for the period July 1, 2005, through June 30, 2007.

Curtailment: In the event that the Professional Pay Plan option should cease to be available at any time, salaries of current members of the Professional Pay Plan shall remain unchanged until or unless their current experience and education (step and lane) placement on the Standard salary schedule places them at a higher amount than their salary under the Professional Pay Plan at the time of its cessation.

Section B. Relationship of Continuing Contract: The standard salary schedules and Professional Pay Plan are a part of a teacher's continuing contract as outlined in this Agreement (see Article I, Section C.1.). Pending continued, adequate Minnesota State funding for the plan and prior to June 30, 2006, the Union and the District shall renegotiate continuation of the Professional Pay Plan.

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

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

Subd. 1. Initial Placement: To ensure that teachers new to the District are granted full credit for prior teaching experience, academic preparation, and correct lane and step placement on the standard salary schedule, teachers shall be given written notice of this provision and Article VII, Basic Salaries, Rates Of Pay, Other Assignment, Work, And 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 ineligible.

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 standard 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 standard 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 Credits for Minneapolis Public School University (MPS-U) professional development for which completion of training, observation of implementation and documentation of use of student data have been duly certified. For the 2003-2004 and the 2004-2005 school years, the completion and certification of MPS-U professional development shall also be added to the base pay of teachers on the Professional Pay Plan.
- 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 credits earned after an individual's initial Bachelor's Degree shall qualify such individual for advanced lanes according to the specifications prescribed by the agreed upon standard 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 shall earn one (1) professional growth credit for PDP per year upon demonstration of ten (10) or more hours of PDP work.

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

AYP Service Credits: Teachers may earn up to three (3) professional growth credits (PGC's) for each year of teaching in a designated Tier 1 or Tier 2 or 3rd year AYP school setting. Credit shall be given for teaching experience of one semester or more in a year.

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 standard 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 prior to hiring 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. Such approved experience generally will be given full credit as teaching experience.

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 standard 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. 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 F. 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 G. 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.* [*Usually these checks are sent to the Board of Education after the close of the college quarters or semesters.]

Section H. 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.

Teachers who host Demonstration Classrooms or who are designated as a Demonstration Classroom Teacher shall be compensated at additional $500 Professional Account payments for each full semester during which they host a Demonstration Classroom.

Section I. Career Increments on the Standard Salary Schedule: Having reached step 15 on the standard salary schedule, the teacher shall receive $1,000 added to step 11 in the teacher's current lane. Having reached step 20 on the standard 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 standard 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 standard 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 standard 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 J. National Board Certification on the Standard Salary Schedule: 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 will qualify for the next lane on the teacher standard salary schedule.

Support specialist contract teachers including speech clinicians, audiologists, school social workers II, psychologists, occupational therapists, physical therapists, and school nurses who achieve of national, advanced certifications beyond Masters initial licensure in their area of specialty and are in a licensure area that provides services to students of the district through Third Party Billing shall be eligible for an additional lane change. The following national, advanced certifications shall apply:

Audiologists– ASHA-CCC-AUD

Nurses – CSN, CPN,CPNP

Occupational Therapists – AOTA-BCP

Psychologists – NCSP

Physical Therapists – APTA-PSC

Social Workers – LICSW, LISW

Speech Language Pathologists – ASHA-CCC-SLP

Other innovative health provider models may be considered on a case-by-case basis upon written request.

Section K. 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.
4. Resident Teachers shall have the same salary plan options as other teachers.

Section L. Mentor Teachers:

1. Mentor teachers shall be paid at their regular rate of pay on the standard teacher salary schedule or Professional Pay Plan, and be paid for extended time and for a professional account. The PAR program shall be charged the average salary as a school site for the PAR FTE's.
2. Mentor extended time, includes responsibilities for coordination, staffing and instruction for the new teacher orientation and training, call-a-colleague, 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, and others similarly engaged with teachers district-wide, shall receive a professional account stipend of $5000 per year during the appointment only, in addition to their established salary. A portion of a full-time professional account, proportional to a part-time assignment, shall be paid.

Section M. Online Instructors: Teachers as defined in the Agreement, who create and deliver online course work, and issue credit to students through the MPS Online Learning system or any subsequent online system used by the District, shall be paid in accordance with the terms of this contract. Without regular classroom time to guide amount of pay, such teachers shall be paid at the rate of direct instruction (Article VII, Section T) for a minimum of two (2) hours per week of every week in which students are active in the course. The hours per week shall be calculated according to the table below.

Number of students	DI Rate Hours
1-5	2
6-10	3
11-15	4
16-20	5

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 (½) 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 J).

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 (½) 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 J).

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 (½) 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 J).

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 or Professional Pay Plan salary computed to an hourly rate. [*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.]

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.

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 VII, Section T; 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.

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 S. Extra-Assignment Pay: The provisions of Section S. 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 $95
- Participation with students in full day events at $190

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 T. Extended-Time Program Assignments: This section applies to any designated extended learning time programs beyond the defined duty day/year for teachers wherein learning activities are an

extension of a regular program. Extended learning time programs are those that increase the learning experiences by extending the regular schedule day, week and/or year in which the participant 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 voluntary participation or is required by state rule. Teachers on extended-time assignments accrue tenure for thirty-eight weeks only and are required to waive tenure to extended time.

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	Teachers are paid on their current step and lane placement hourly rate (see Article VII)
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; online instruction.	All Sources	Teachers are paid on their current step and lane placement hourly rate (see Article VII)
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
4. TEACHER INSTRUCTIONAL LEADERS	Teachers provide instructional services to enhance the learning and broaden experiences of site staff, e.g., workshops/ inservices conducted after defined duty day.	Site professional development budget	Leadership Rate (Schedule "G")
5. DISTRICT TOSAS	To provide extended learning beyond the defined school year to improve the quality of teaching and learning. Prior approval from the Director of TIS is required and agreed upon hours are defined in writing.	Curriculum and Instruction (C&I)	Hourly Pro-Rated Rate (Schedule "G")

Section U. 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 V. 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 W. 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 section. 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 TRA 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 hours equivalent to a .5 FTE assignment 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 hours equivalent to a .5 FTE assignment 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 XI, Leaves.

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 hours equivalent to a .5 FTE assignment 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 $18 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 $18 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 $18 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 $28 per hour.

ARTICLE VIII. RESERVE TEACHERS

Section A. Building Plan for Support and Coverage: Each school and program will develop a plan indicating:

1. Strategies to be implemented which 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, A, 5 of this 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 site's academic superintendent.

Section B. Incentive Options To Reduce Use of Reserve Teachers:

Subd. 1. 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. 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.

To reduce voluntary absences, if up to 10% of teachers have no personal illness, family illness or personal leave with and without pay absences during the school year, each such teacher who has no personal illness, family illness or personal leave with and without pay absences during the school year may choose:

a. to add the equivalent of one (1) sick leave day to the teacher's total sick leave hours; or

b. to have the District contribute the amount equivalent to one (1) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

c. If the teacher has retired by the time of the election period, the teacher has the option of cashing out one sick leave day at 50% of their daily rate of pay at retirement or having the equivalent of one day at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

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

d. to add the equivalent of two (2) sick leave days to the teacher's total sick leave hours; or

e. to have the District contribute the amount equivalent to two (2) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

f. If the teacher has retired by the time of the election period, the teacher has the option of cashing out two sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of two days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

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

g. to add the equivalent of three (3) sick leave days to the teacher's total sick leave hours; or

h. to have the District contribute the amount equivalent to three (3) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

i. If the teacher has retired by the time of the election period, the teacher has the option of cashing out three sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of three days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

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

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

Section C. 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 $150 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 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 D. Long-Call Reserve Teacher:

Subd. 1. The pay for the long-call reserve teachers shall be $2700 per month for the duration of this contract agreement (see also Schedule "E").

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 C, 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 E. Short-Call Reserve Teacher:

Effective July 1, 2005

Subd. 1. Pay scale by number of days worked:

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 F. Building Reserve Teachers:

Subd. 1. Building reserve teachers shall be purchased to schools on at the site's discretion. Buildings have the option to pay building reserves at the reserve cadre rate.

Subd. 2. The pay shall be at the short-call daily rate.

Subd. 3. The building reserve shall report to the same school 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.

Section G. 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 H. 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 I. 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, its policies, and the reserve assignment system. Furthermore, new reserve teachers are encouraged to attend district training in reading, math, cultural competency, and classroom management to improve their practice.

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 Staffing 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 PAR will be counted toward the requirements for Achievement oF Tenure Year One.

Subd. 2. Contracting:

If a reserve teacher is hired as a contracted teacher:

a. District professional development hours as approved by Union U, TIS, or Professional Assistance and Review Panel will be counted toward the requirements for Achievement oF Tenure Year One.
b. A determination will be made by the District as to any salary credit for service as a long-call reserve teacher.

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 IX. GROUP BENEFITS

Section A. Group Insurance Benefits To Eligible Teachers: The District agrees to offer group insurance benefits that includes health, dental, life and long term 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 FTE assignment or more to qualify, or be assigned and working hours equivalent to a .5 FTE assignment 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 XI 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 cobra continuation coverage laws. Teachers who are laid off may not continue long term 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. Teachers may enroll in employee only or dependent coverage. If the teacher does not enroll, their health insurance election will remain the same as the prior benefit year unless one or more plan options are not available or there is an insurance carrier change. If one or more plan options are not available or there is an insurance carrier change, then all employees must enroll for coverage. Employees would be notified that they must enroll.

   1. CONTRIBUTION- TEACHER ONLY. The District shall pay the full cost of employee only coverage. Eligible Teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $250 District taxable payment or $250 District contribution to the teacher's flexible medical spending account. Documentation is required.

   2. CONTRIBUTION-DEPENDENT. For the 2007-08 school year, the District shall contribute $2,750 above the cost of employee only coverage toward the cost of family health plan coverage. Beginning 2008-09 the District shall contribute $3,250 above the cost of employee only coverage toward the cost of family health plan coverage. The teacher shall pay the difference between the District contribution and the total cost of the family health plan coverage.

   3. CONTRIBUTION-MARRIED COUPLE. Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers. Beginning 2007-08, the District shall contribute $2,750 above the cost of employee only coverage and, beginning 2008-09, the District shall contribute $3,250 above the cost of employee only coverage toward the cost of family health plan coverage. Eligible teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $250 District taxable payment or $250 District contribution to the teacher's flexible medical spending account. Documentation is required.

   4. CONTRIBUTION-DOMESTIC PARTNER. Effective September 1, 1994, domestic partners employed by the District shall be credited with the teachers only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both teachers. Beginning 2007-08, the District shall contribute $2,750 above the cost of employee coverage and, beginning 2008-09, $3,250 above the cost of employee only coverage toward the cost of family health plan coverage. Eligible Teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $250 District taxable payment or $250 District contribution to the teacher's flexible medical spending account. Documentation is required.

b. LIFE INSURANCE.

1. BASIC LIFE INSURANCE. Insurance eligible teachers are automatically enrolled for $50,000 (plus Accidental Death and Dismemberment of $50,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation form must be on file with the District.
2. SUPPLEMENTAL LIFE. Insurance eligible teachers may purchase additional life insurance in $10,000 increments up to $100,000 in coverage. Eligible employees may apply for supplemental life coverage at any time. Evidence of good health is not required for supplemental life if applied for during the first thirty(30) days of employment.

c. DENTAL INSURANCE. Teachers may enroll in employee only or family coverage. If the teacher does not enroll, their health insurance election will remain the same as the prior benefit year unless one or more plan options are not available or there is an insurance carrier change. If one or more plan options are not available or there is an insurance carrier change, then all employees must enroll for coverage. Employees would be notified that they must enroll.

1. CONTRIBUTION-above the cost of teacher only coverage. The District shall pay the full cost of employee only coverage.
2. CONTRIBUTION-DEPENDENT. The District shall contribute $300/yr in addition to the full cost of teacher-only coverage toward dependent coverage. The teacher shall pay the difference between the District contribution and the total cost of the family dental insurance coverage.
3. CONTRIBUTION-MARRIED COUPLE. Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers. Documentation is required.
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. Documentation is required.

d. LONG TERM DISABILITY INSURANCE. Insurance-eligible teachers are automatically enrolled for District paid long term disability insurance. The long term disability insurance plan replaces sixty per cent (60%) of monthly earnings. The maximum monthly benefit for teachers who become disabled on the first of the month following the 1999-2001 contract ratification is $3,500 ($42,000 annual maximum benefit, maximum salary $70,000). There is a 90 consecutive work day elimination period before benefits begin. The long term disability insurance benefits are coordinated with TRA and Social Security benefits.

e. LONG TERM CARE BENEFIT. Eligibility will be determined by the plan provider. Eligible teachers shall have the option to participate in the plan on a voluntary basis. Beginning fall, 2000, any payments to the plan provider will not be made on a before-tax basis; however, teachers may choose to have amounts deducted from their after-tax earnings and submitted to the plan provider on their behalf.

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

a. INITIAL ENROLLMENT. New teachers or teachers who become insurance eligible must enroll within the first thirty(30) calendar days of becoming insurance eligible.

b. EFFECTIVE DATE OF COVERAGE. Medical coverage becomes effective the day the completed enrollment forms are submitted to Employee Benefits. Teachers must be actively at work on the effective date of coverage. Dental coverage becomes effective the first of the month immediately following the dental enrollment date.

c. LEAVE OF ABSENCE. Teachers on paid and unpaid leaves of absence may continue health, dental, and life insurance. Teachers on paid leaves of absence must pay their portion of premium (if any). Teachers on unpaid leaves must pay the full premium cost for coverage. Failure to pay premiums when due will cause coverage to lapse. Teachers who allow insurance coverage to lapse while on leave, must re-enroll within 30 calendar days of returning from leave to obtain coverage. A teacher who does not re-enroll within thirty(30) calendar days, must wait for the next open enrollment period to enroll.

MAINTAINING ELIGIBILITY FOR EMPLOYER CONTRIBUTION. The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Teachers who complete their regular school year assignment shall receive coverage through August 31. Teachers receiving long-term disability benefits shall continue to receive the District's contribution for health, dental, and life insurance for a maximum of two (2) years from the date the long term disability benefit begins.

Subd. 4. Before-Tax Benefits:

a. INSURANCE DEDUCTIONS. Premiums deducted from the teacher's payroll check to pay for health and/or dental insurance coverage are automatically taken on a before-tax basis, unless the teacher has indicated otherwise in writing to Employee Benefits. The premiums paid by the teacher, if any, are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to TRA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.

b. DEPENDENT CARE ASSISTANCE PLAN. A teacher may designate an amount per year, from earnings on which there will be no federal income tax withholding, for dependent care assistance (as defined in Section 125 of the Internal Revenue Code as amended from time to time) to allow the teacher to work.

c. FLEXIBLE SPENDING ACCOUNT (FSA). Beginning January 1, 1991, a teacher may designate an amount per year to be placed into the teacher's Flexible Spending Account (as defined in Section 125 of the Internal Revenue Code). The amounts in the account may be used to reimburse the teacher for uncovered medical, dental and other related expenses (as defined in Section 125 of the Internal Revenue Code) for the employee and their dependents. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to TRA and pension deductions will be based on gross earnings.

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

Eligibility Requirements:

a. Teachers must be eligible for insurance but elect not to participate in the District’s health insurance plan. Additionally the teacher’s name must remain on the roster of teachers not covered by the District’s plan for the entire medical plan year.

b. In the case of teachers who qualify for couples premium, the teacher carrying family plan coverage is not eligible for payment. The teacher not carrying the health plan coverage is eligible to receive the District payment.

After Tax Benefit: Teachers who choose not to carry District health insurance coverage may elect to receive up to a $250 cash payment. Such payment will be taxable income under IRS code.

Pre Tax Benefit: Teachers who choose not to carry District insurance may elect after the medical plan year has ended, to have up to $250 deposited into their healthcare flexible spending account. Teachers who do not elect the FSA payment will automatically receive the $250 payment (minus taxes).

Section C. Retiree Premium Reimbursement: The District shall make an annual payment of up to the amount indicated in the accompanying table for the year of retirement annually to the retiree’s Minnesota State Retirement System (MSRS) post-retirement health care savings account for those who meet the eligibility requirements in Subd. 1. This payment is to reimburse retirees for medically-related expenses, including health insurance premiums through payments from their MSRS account. The retiree must provide satisfactory evidence of allowable medical expenses to MSRS before payment will be transferred from their MSRS account. Payments from the account may be transferred electronically. Retirees who show evidence that they are covered by a spouse’s medical insurance may be able to opt out of the MSRS health care savings account. Beneficiaries of the deceased teacher’s estate must submit a claim(s) form to receive reimbursement for the balance remaining in the retiree’s account. This provision is subject to IRS rulings, federal and/or state laws.

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 $2,100,000.

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

a. The teacher retired under the 1983-85, and subsequent contracts as referenced in the table contained in this section.

b. The teacher is eligible to retire under the Teachers Retirement Association (TRA) and retired from the Minneapolis Public Schools with 10 or more years of service in the District credited by the Teachers Retirement Association (TRA). Eligibility for retirement and the effective date of retirement should be determined by the teacher in consultation with TRA (651-296-2409).

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.

e. The teacher has been retired from the District for at least one semester. Teachers who retire at the end of the regular school year assignment become eligible for reimbursement at the conclusion of the following school year.

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

Retirement Date	Annual Amount
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
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, 2007	$3,000
July 1, 2007 to June 30, 2009	$3,500
July 1, 2007 to June 30, 2008***	$5,000

*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

*** If the teacher has submitted a non-rescindable retirement form to the District by 3/14/08, the reimbursement will be $5,000 for 2 years then will be $3,500 after the two years.

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 D. Retiree Insurance:

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

Premium Payment: Retired teachers shall pay the total premium plan plus the additional two percent administrative fee charged under COBRA. The cost of retirees' health insurance, dental insurance, and long term care insurance premiums may be reimbursed from their post-retirement health savings account. Teachers who pay for COBRA benefits through MSRS will not be charged the 2% administrative fee. Medicare eligible retired teachers and/or their spouses shall pay the total premium for the Medicare Supplement plan(s).

Section E. Tax-Deferred Savings Plans: The District will make an employer matching payment to the tax-deferred savings plans, subject to the provisions in this article. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457), are subject to FICA, or social security taxes. All employee contributions to the 403(b) plan are subject to FICA, but employer contributions to the 403(b) plan are not subject to FICA.

In connection with the establishment and continuation of the 403(b) plan, the District and the Labor/Management Benefits Committee designed the plan, selected the plan's administrative and investment providers, is the exclusive manager of the plan's communications with employees, and is responsible for ongoing monitoring of the plan's investments and all administrative services provided to the plan.

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

Employer Contributions/Employee Deferrals:

403(b) employer contributions are in addition to your limit

457 employer contributions are included in your limit

Employee deferral limits to each plan are

- $15,500 in 2007 and 2008
- Participants deferring in a 403(b) and 457 plan can shelter the maximum in each plan, for example-$31,000 in 2007
- Participants age 50 or more will be able to make additional contributions to 403(b), 457
- 457 catch-up limit will be twice the upper limit. The age 50 catch-up may not be used during the regular catch-up.

A teacher who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to the tax-deferred savings plans 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) and/ or the Special School District No. 1 403(b) Plan. Teachers enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match. Teachers may enroll, change, or cease their deferral(s) at any time.

All of the following must be met.

a. Effective January 1, 2006, the District match payment will be made on a per teacher maximum determined through the use of the following formula: $1,600,000 divided by the prior calendar year's number of teacher tax-deferred savings plan participants minus the teachers no longer actively working. (The definition of teachers not actively working is comprised of teacher terminations and teachers who are on unpaid leave who have a return to work date after the current school year.)

b. Tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach the per teacher maximum for the calendar year.

c. Only deductions that employees defer during the match period (calendar year) shall be matched by the District.

d. The teacher must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

e. Teachers on unpaid leave when the match is made on a per pay period basis will begin receiving their match when they return to paid status.

Amounts paid associated with health care or life insurance coverage choices shall not be used to meet the District Annual Match Payment requirement under this article.

Section F. Career Transition Trust

Subd. 1. Definition of Plan:

a. Effective July 1, 1994 and thereafter, teachers who meet the eligibility requirements may participate in the Career Transition Trust by converting the allowable number of accrued sick leave days, at one

hundred percent (100%) of their daily rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or the Special School District No. 1 403(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 sick leave days that may be converted is based on the sick leave conversion account balance being carried forward from the prior teaching year to the school year that the conversion will be made. The maximum benefit due a teacher under the Career Transition Trust plan is based on the teacher's sick leave balance being carried forward from the prior teaching year.*

[*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. 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.

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 Section H of this article.

d. Teachers hired as defined in this Agreement after July 1, 1994 and thereafter, including reappointed teachers, are eligible only for the Career Transition Trust plan to the maximum extent they are able to participate in CTT. The maximum Career Transition Trust benefit for teachers hired after July 1, 1994 and thereafter, shall be fixed at $36,000 beginning 2004-05 except as defined in Subd. 1.e.

e. Teachers who continue to accrue sick leave may raise their tier cap to a $45,000 cap beginning 2004-05 upon reaching the required number of days in their Sick Leave Conversion Account.

f. Payment for the Career Transition Trust conversion and the Wellness Pay is dependent on meeting the requirements stipulated in this article.

g. Any days that have been converted into the Career Transition Trust or Sick Leave for Fitness will not be available for use as sick leave days under this article.

Subd. 2. Sick Leave Conversion Account Balance:

a. The balance in the sick leave conversion account is equal to the teacher's current accrued sick leave added to any days previously converted.

b. Any days that have been converted into the Career Transition Trust will not be available for use as sick leave days under this article.

c. Teachers who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual balance.

Subd. 3. Eligibility for Participation in the Career Transition Trust:

a. Sick Leave Balance:

1. The balance in the sick leave conversion account is equal to the teacher's current accrued sick leave added to any days previously converted.
2. To be eligible to convert accrued sick leave the teacher must have a sick leave balance of at least ninety (90) days being carried forward from the prior teaching year to the school year that the conversion will be made, except for teachers who meet the eligibility requirements in Subd. 3, a., 4.
3. Teachers must enroll annually to participate in Career Transition Trust.
4. To be eligible for a one-time (1) only option to convert accrued sick leave days, as provided in Subd. 4b.1 of this article, the teacher must be beginning their "seventh" (7th), eighth (8th), or ninth (9th) year of service and have a sick leave balance in their account of at least fifty (50) days being carried forward from the prior teaching year to the school year that the conversion will be made.

5. Effective July 1, 1999 and thereafter, teachers taking parenting leave shall have their sick leave conversion account balance reduced at the rate of one (1) day for every two (2) days of parenting leave when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
6. Effective July 1, 1999, and thereafter, teachers using sick leave days for religious observances under Article XI, Section C, Subd. 4b. shall not have their sick leave conversion account balance reduced when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
7. Teachers who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual balance.

b. Deposit of Benefit:

1. Payment to the State of Minnesota Deferred Compensation Plan (457) or the Special School District No. 1 403(b) Plan shall be made in March of each year the teacher is eligible and elects to participate in accordance with the provisions contained in Article IX, Section E.
2. Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96.

Subd. 4. Eligibility for Participation and Conversion Formula:

a. Account balance:

To calculate the sick leave conversion balance that may be converted to the CTT account, take the current sick leave balance and add it to any days previously converted to the CTT account. The formula below outlines the formula for conversion of sick leave hours to the CTT account:

1,000	Balance of unused sick leave hours
+ 160	Balance of sick leave hours converted to CTT to date
1,160	Total sick leave conversion hours (1000 + 160)
160	Divide by 7.25 to equal total sick leave conversion days
11	Equals number of days eligible for conversion to CTT

b. Annual Conversion. The conversion is as follows:

1. Teachers who are beginning their seventh (7th), eighth (8th), or ninth (9th) year of service and have a sick leave balance in their account of at least fifty (50) days may make a one (1) time only conversion up to ten (10) days at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this article.
2. Teachers who have a sick leave conversion balance in their account of ninety (90) to one hundred thirty-nine (139) days may convert up to 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 thirteen (13) days annually beginning 2002-03 at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this article.
4. Teachers who have a sick leave conversion balance in their account of one hundred ninety plus (190+) days may convert up to fifteen (15) days annually beginning 2002-03 at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this article.

c. Conversion Caps:

1. Effective July 1, 1994 and thereafter, teachers employed with the District who have a sick leave balance of fewer than ninety (90) days being carried forward from the prior teaching year to the school year in which they retire, shall be eligible for the Wellness Plan as defined in Section 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 $36,000 beginning 2004-2005.

Tier 2. Teachers who have a sick leave balance of one hundred forty (140) to one hundred eighty-nine (189) days prior to the first pay day for teachers in the school year that their conversion will be made shall have their benefit capped at $45,000 beginning 2004-2005.

3. Teachers not able to reach the maximum cap for their tier at retirement by converting allowable sick leave days may convert any remaining accrued sick leave days at fifty percent (50%) of their daily rate of pay up to the maximum cap for which they were eligible at the time of their retirement. The teacher may elect to have all or part of the payment placed into their account with the State of Minnesota Deferred Compensation Plan (457) or the Special School District No. 1 403(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 Career Transition Trust, shall have a benefit not to exceed the amount of accrued sick leave times half of their daily rate of pay at the time of separation from service with the District.

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

Subd. 6. Survivor Benefits Under the Career Transition Trust Plan:

a. The Career Transition Trust account shall be disbursed to the teacher's named beneficiary on the deferred compensation Plan.
b. For those teachers who participate in the Career Transition Trust and who are eligible for wellness pay the following shall apply:
    1. Career Transition Trust account shall be disbursed to the teacher's named beneficiary for the deferred compensation plan.
    2. Wellness pay shall be disbursed to the teacher's named beneficiary or estate in the event the teacher dies before separation from the District provided that the teacher is fifty-five (55) years of age or was credited with thirty (30) years of service in the Teachers Retirement Association.
    3. Once wellness pay is deposited in a Minnesota State Retirement System account, beneficiaries of the deceased teacher's estate must submit a claim(s) to receive reimbursement for the balance remaining in the retiree's account. This provision is subject to IRS rulings, federal and/or state laws.

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

Section H. Wellness Pay. 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 CTT. Teachers retiring 2003 and thereafter who do not elect to participate in the Career Transition Trust or who are unable to cash in all unused sick leave days shall, at the time of separation from service with the District, have fifty (50) percent of their unused sick leave at their daily rate of pay less dollars converted through CTT provided they are at least fifty-five (55) years of age or who are credited with thirty (30) years of service by the Teachers Retirement Association placed in the Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Account. Sick leave days converted through CTT are paid at 100% of the daily rate of pay.

Pending IRS ruling, retirees who are enrolled in a non-district provided health insurance plan, or if both retirees were/are district employees or who 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.

Wellness Calculation - Example 1:

a. A teacher's paycheck shows five hundred sixty-eight (568) unused sick leave hours.

b. The teacher converted eighty (80) hours to $3,275.20 for Career Transition Trust through their retirement date.

c. The teacher's daily rate of pay was $350.43. (The daily rate of pay equals the annual salary divided by one hundred ninety-two (192) duty days. The annual salary is $67,283; and $67,283/192 days = $350.43.

d.	568	Balance of unused sick leave hours
e.	+ 80	Plus Career Transition Trust hours used through retirement date
f.	648	Total sick leave hours (568 + 80)
g.	89	Divide by 7.25 to equal unused sick leave days (648/7.25)
h.	44.5	Divide by 2 to equal 50% of unused sick leave days (89/2)
i.	15,594.14	Multiply 50% of unused sick leave days by daily rate of pay (44.5 x $350.43)
j.	- 3,275.20	Subtract Career Transition Trust dollars paid through retirement date
k.	12,318.94	Total wellness amount (15,594.14-3,275.20)

Wellness Calculation - Example 2:

a. A teacher's paycheck shows four hundred seventy and four tenths (470.4) unused sick leave hours.

b. The teacher converted four hundred fifty six (456) hours to $19,140.38 for Career Transition Trust through retirement date.

c. The teacher's daily rate of pay was $350.43. (The daily rate of pay equals the annual salary divided by one hundred ninety-two (192) duty days. The annual salary is $67,283; and 67,283/192 days = 350.43.

d.	470.4	Balance of unused sick leave hours
e.	456	Plus Career Transition Trust hours used through retirement date
f.	926.4	Total sick leave hours (470.4 + 456)
g.	127.8	Divide by 7.25 to equal unused sick leave days (926.4/7.25)
h.	63.9	Divide by 2 to equal 50% of unused sick leave days (127.8/2)
i.	22,392.48	Multiply 50% of unused sick leave days by daily rate of pay (63.9 x $350.43)
j.	-19,140.38	Subtract Career Transition Trust dollars paid through retirement date
k.	3,252.10	Total wellness amount (22,392.48 - 19,140.38)

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 IX, Section A, Subd. 2.b.

The wellness pay shall be disbursed to the teacher's named beneficiary or estate in the event the teacher dies before her/his separation from the District.

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

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

Subd. 1. Definition

a. Teachers who, as of September 1, have ten (10) years of continuous service in District or an accumulated sick leave balance of at least thirty (30) days may cash in one (1), two (2), or three (3) of their sick leave days to cover the cost of wellness-related expenses.

b. Teachers may choose to trade in a minimum of one day (8 hours) and a maximum of three days (24 hours) per year.

c. The number of sick leave days used to fund reimbursements is based on the employee's daily rate of pay at the time the request is processed.

d. The Sick Leave for Fitness will extend only for the two (2) year period of this Agreement to be evaluated by the District and the Union. This provision must be renegotiated.

Subd. 2. Eligible expenses for Reimbursement

- Health club, tennis club, rowing club memberships– single, family, and/or 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.
- Fitness, exercise, and aerobic classes/programs including stretching/flexibility
- Stress management classes/programs
- Exercise balls
- Hockey/ice skates
- Home gym equipment
- Inline skates
- Outdoor or stationary bicycle (including trainer)
- Protective gear (helmet, arm guards, etc.)
- Personal trainer
- Weights
- Behavior modification programs such as smoking cessation classes/programs are eligible for one hundred percent (100%) reimbursement. "Stop smoking" aids such as nicotine gum/patch are allowable only as a part of a structured smoking cessation program but a doctor's prescription is allowable where not reimbursable by a health plan.
- Weight loss classes/programs
- Martial arts classes, (e.g., tai chi, yoga, meditation)
- Rowing machine
- Skiing machine
- Skis (including poles, mounting fees, and bindings)
- Snow shoes and bindings
- Stair-stepper
- Treadmill
- Sales tax on equipment

Exercise equipment, new or used, and repairs for eligible exercise equipment are eligible for one hundred percent (100%) reimbursement.

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

- Multiple health club memberships at one time
- Entrance fees, court fees, greens fees, lift tickets, license fees, cost of permits, towel fees, tanning fees, locker fees, etc.
- Golf clubs, tennis rackets
- Vitamins, supplements, or food purchased in conjunction with a weight loss program
- Whirlpools, saunas, hot tubs and massage therapy
- Accessory Items (e.g., book holders, water bottle holders, bike racks, custom bike components, car/child carrier for bicycle
- Recreational activities and lessons such as dancing, bowling, and horseback riding
- Club memberships of a primarily recreational nature (e.g., country club/golf club/ /curling club memberships)
- Clothing items, running shoes
- Canoes and kayaks
- More than one piece of equipment of similar design/purpose per year
- Shipping and delivery fees, extended warranties

Subd. 4. Claim Processing

a. SLF is a reimbursement program. Employees incur expenses and submit claims to Employee Benefits. Claims per employee per year cannot exceed the equivalent of three days and cannot be for less than the equivalent of one day.

b. Employees will be reimbursed for expenses incurred July 1 through June 30 of each fiscal year. The days sold will be subtracted from the teacher's sick leave balance but will not affect the conversion caps for CTT eligibility. Days sold cannot be used for sick leave.

c. To qualify for reimbursement, teachers must be actively on the payroll at the time the expense was incurred.

d. Documentation for the activity/equipment is dated, shows the employee as the purchaser, and clearly shows what was purchased. A paid receipt, charge card slip, canceled check, bank statement showing the debit, or health club statement showing the credit, are all allowable. Copies of documentation are acceptable.

e. According to IRS rulings, when an employee cashes in sick leave, it becomes taxable income. As such, it is subject to state and federal income tax as well as standard Social Security and Medicare tax. Reimbursement checks will be less these taxes, which could total over 40%.

f. Teachers will be reimbursed for full-day increments only up to the amount of eligible expenses.

Section J. Wellness Goals

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

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

Section K. Deduction for Education Fund:

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

Section L. Perfect Attendance

Subd. 1. Purpose

Teachers, the District, and the Union all recognize the importance of good attendance in order for students to be successful. All entities work to help students meet the District attendance standard. Teachers who have perfect attendance model that behavior for their students.

The District and the Union also embrace the research that shows teachers are the critical component in student success and their consistent presence in the classroom is important for student learning. Therefore, the District and the Union seek to reward teachers who have perfect attendance for the preceding school year.

(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.)

Subd. 2. Teachers eligible for 100% perfect attendance incentive award.

Teachers who take Study leaves, Standards team leave, leave for school purposes, special education due process days, National Board Certification days, religious observance leave, Union Business leave, witness in a court case for District purposes, jury duty, service on public commissions or boards, election judge service are eligible for the perfect attendance incentive award.

Subd. 3. Teachers not eligible for 100% perfect attendance incentive award.

Teachers who take leave for personal illness, family illness, personal leave with pay, personal leave without pay, suspension with pay, suspension without pay, administrative leave with pay, administrative leave without pay, workers' compensation leave, leave for court cases unrelated to District business, military leave with or without pay, election to public office, Peace Corps/VISTA, professional improvement leave-study leave, study leaves without pay, bereavement leave, critical illness, or sabbatical leave are not eligible for the perfect attendance incentive award.

Subd. 4. Perfect Attendance Benefit: In calculating the percentage of teachers for perfect attendance, the District will use the total number of teachers on the first payroll of the calendar year.

To reduce absences, if up to 10% of teachers have perfect attendance, each such teacher may choose:

a. to add the equivalent of one (1) sick leave day to the teacher's total sick leave hours; or

b. to have the District contribute the amount equivalent to one (1) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

c. If the teacher has retired by the time of the election period, the teacher has the option of cashing out one sick leave day at 50% of their daily rate of pay at retirement or having the equivalent of one day at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

If at least 12% of teachers have perfect attendance, each such teacher may choose:

d. to add the equivalent of two (2) sick leave days to the teacher's total sick leave hours; or

e. to have the District contribute the amount equivalent to two (2) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

f. If the teacher has retired by the time of the election period, the teacher has the option of cashing out two sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of two days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

If at least 14% of teachers have perfect attendance, each such teacher may choose:

g. to add the equivalent of three (3) sick leave days to the teacher's total sick leave hours; or

h. to have the District contribute the amount equivalent to three (3) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan(457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

Subd. 5. Retired Teachers

If the teacher has retired by the time of the election period, the teacher has the option of cashing out three sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of three days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

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

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

Section M. Retirement:

In general, eligibility for retirement is determined by the Teacher's Retirement Association (TRA):

- Basic members are teachers hired before July 1, 1978.
- Coordinated members are teachers hired after July 1, 1978.
- Teachers hired before July 1, 1989 are covered by the rule of ninety (90), that is, years of service plus age is greater than or equal to ninety (90).
- The combined service law permits the accrual of service outside the Minneapolis Public Schools.
- Any further questions may be answered by the TRA office (651-296-2409).

Section N. Other Reimbursements and Insurance Benefits

Subd. 1. Automobile Liability Insurance. The teacher's individual insurance provides the coverage for transporting students in a teacher's personal automobile. Social workers and Early Childhood Family Education teachers providing proof of at least $300,000 automobile liability insurance coverage are entitled to be compensated $100 per school year for purposes of deferring the automobile insurance premium costs. Teachers providing proof of coverage who receive the insurance compensation are also subject to a check of their driving record.

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

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

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

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

ARTICLE X. 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 their duties. The maximum reimbursement is $250 per incident based on original receipts, a police report number, and an incident report.

Section B. Reimbursement Damage to Vehicle: The District shall reimburse teachers for the cost of reimbursement for loss, damage or destruction of personal motor vehicles on District property or while a teacher is in the performance of District 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 original receipts, a police report number, and an incident report to receive reimbursement.

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

Section D. Worker Compensation Benefits: A reasonable loss of time, not to exceed fifty-two (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 their duties shall not be deducted from unused sick leave. In such cases, the District shall pay the difference between the teacher's workers' 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 workers' 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 XI. 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. If a personal leave request is submitted by April 1 for the next school year, the leave will automatically be approved. If the personal leave request is submitted after April 1, approval of the personal leave is discretionary on the part of the Human Resources Department. No leave shall be extended beyond three (3) years, except for leaves under Section G, Subd. 2 (military leaves), or Subd. 4 (Organizational and Public Service), long-term disability, and teacher mobility leaves pursuant to MS§122A.46 under Section D, Subd. 4. Teachers released to teach in dependent schools service may be granted a leave 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 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 District for at least one (1) year and have worked at least one thousand twelve hundred fifty (1,250) hours over the previous twelve (12) months to be eligible for leave under the Family Medical Leave Act (FMLA) (see Section 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 District 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 as defined in MN statute 122A.46.
- Except for military and child care leaves and the leave portion of a job share, no leave 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 the number of duty days of the leave of absence.

Section B. Family medical leave act	**Section F. Study Leaves**
Section C. Wellness Pay Leaves	Subd. 1. Leave for school purposes
Subd. 1. Sick leave	Subd. 2. Professional improvement
Subd. 2. Sick leave pool	Subd. 3. Standards team leave
Subd. 3. Sick leave donation	Subd. 4. Study leaves without pay
Subd. 4. Personal leave and religious observance	Subd. 5. Sabbatical leave
Section D. Extended Leaves – General	Subd. 6. NBPTS sabbatical
Subd. 1. Leave process	Subd. 7. Distinguished teacher
Subd. 2. Leave without pay	Subd. 8. Teacher exchange
Subd. 3. Probationary teachers	Subd. 9. Summer study
Section E. Extended Leaves – Medical	**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
	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. If a personal leave is submitted by April 1 for the next school year, the leave will automatically be approved. If the personal leave request is submitted after April 1, approval of the personal leave is discretionary on the part of the Human Resources Department. 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 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 District.
- 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 XIV 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 March 1 of the school year preceding the school year they intend to return. All returns from leave shall be reviewed and approved by the Human Resources Department.
- In order to return from a leave of absence of any length, teachers shall be required to submit an additional "Request for Leave" form indicating final return date.
- In order to return from a medical leave of absence of any length, teachers shall be required to submit an additional "Request for Leave" form and the "Return to Work Authorization" form from their doctor indicating that they have medical clearance to return to work. These forms must be submitted to the Human Resources Department prior to the teacher returning to work.
- Teachers returning from a leave of one (1) year or less shall submit the form(s) directly to the Human Resources Department with the signature of their principal/supervisor. In order to return from a leave, teachers shall be required to submit an additional "Request for Leave" form no later than March 1 of the preceding school year indicating final return date.
- The teacher position at the site shall be considered vacated if a teacher returning from a one year leave fails to submit the designated form(s) to the Human Resources Department by March 1.
- Teachers returning from a personal, medical, parenting or military leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction, the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process.
- Teachers returning from leaves of more than one (1) year 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 District.
- Leaves of absence of one year with an ending date of April 15 or later may be extended until the first duty day for teachers of the next school year, unless an earlier date is approved by Human Resources. Teachers retain the right to return to a position at their school or site pursuant to the one year right to return provision under Article XV, Transfer, Reassignment and Recall, Section A, 1.

- Teachers returning from a sabbatical leave shall return to their previously held position except as indicated in the sabbatical provision in this article (see Position on return from leave).

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

Section C. Wellness Pay Leaves:

Subd. 1. Sick Leave:

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

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

   The balance of accumulated sick leave shall be printed on the teacher's bi-weekly pay check.
3. EXTENDED ASSIGNMENTS. Teachers may use accumulated sick leave for absences due to illness during their extended work year as defined in this Agreement.
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 District shall be required to reimburse the District for sick leave days taken but not earned.
6. LESS THAN FULL-TIME/FULL-YEAR. Teachers who are assigned 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 a 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 District shall be required to reimburse the District 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, illness, or a serious recurring illness as verified by the teacher's attending physician and substantiated in writing by a third party claims administrator. The Sick Leave Pool coordinates with Long-Term Disability (LTD) that begins after teachers have been absent from their position ninety (90) consecutive work days. The Sick Leave Pool Program is designed to help teachers reach LTD if they do not have enough personal sick leave time. Teacher must contact Employee Benefits for Sick Leave Pool and/or LTD application and submit application directly to Third Party 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 District, as defined in the Agreement, are eligible to be members of the Sick Leave Pool. Effective as of the 2002-2003 school year, teachers must be 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 year 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 two thousand (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 less than two thousand (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 District.
5. All days donated to the Sick Leave Pool shall be irretrievable by the donor.
6. New teachers shall be eligible to join the Sick Leave Pool within 30 days of hire, or within thirty (30) calendar days of the beginning of any succeeding school year. Tenured teachers shall be eligible to join the Sick Leave Pool as full members within thirty (30) calendar days of achieving tenure, or within thirty (30) calendar days of the beginning of any succeeding school year. Each new member shall contribute one (1) day of current sick leave to the Sick Leave Pool at the time of joining. Upon joining, teachers shall donate a number of days equal to the number of days they would have donated had they been a member of the Sick Leave Pool from the time they were first eligible.
7. Teachers who become members of the Sick Leave Pool and who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.

D. Administration:

1. The Sick Leave Pool shall be administered by the Sick Leave Pool Committee composed of three (3) employees appointed by the exclusive representative of teachers and one (1) non-voting member to be appointed by the Human Resources Department.
2. The District will contract with a third party claims administrator to review all claims and to make a final determination regarding eligibility for Sick Leave Pool benefits.
3. The claims administrator shall provide quarterly reports to the Sick Leave Pool Committee.
4. The Sick Leave Pool Committee and claims administrator shall present an accounting of the Sick Leave Pool's operation to the Contract Administration Committee at the beginning of each school

year. The accounting shall include, but not be limited to, a listing of current members, the total numbers of days used during the previous year, and the costs.

5. The Sick Leave Pool Committee shall accept the recommendations of the claims administrator and these determinations shall not be subject to the grievance procedure.

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

1. Teachers hired as of the 2002-2003 school year 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 attending physician (licensed psychiatrist if applying for mental/nervous conditions) verifying that the teacher is/was unable to work. The application and attending physician's statement shall be submitted to the Third Party Administrator within thirty (30) days of the teacher exhausting her/his sick leave. All claims and claims procedures will be administered by the claims administrator hired by the District.

5. Sick leave days from the Sick Leave Pool may be drawn for only those weeks of the school year that the teaching contract is in force.

6. Teachers on personal, 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 eighty percent (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 District.

3. A teacher who draws days from the Sick Leave Pool shall not exceed eighty-five (85) consecutive days for any one (1) occurrence. If a teacher returns and works on a part-time or full-time basis more than thirty (30) days before LTD eligibility, the ninety (90) day elimination period starts over. Long-term disability (LTD) begins after teachers have been absent from their position ninety (90) consecutive work days, but not more than 120 (90 + 30) work days due to the cumulative elimination period in the LTD policy.

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 District.

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 (must be under the care of a licensed psychiatrist) for up to sixty (60) consecutive duty days for any one (1) occurrence and up to ninety-three (93) days during their teaching career in the District.

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

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 injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits. It is the responsibility of the District, in consultation with the Human Resources Department, to ensure that the requirements of the program are followed.

B. Donation Program Description.

1. This is a leave-to-leave donation program, under which the teacher recipient does not have the option to convert the donated leave into cash.
2. A teacher recipient does not accrue leave benefits while accepting leave donations.
3. A donor teacher may contribute sick leave to a specific teacher recipient by means of a centralized pool that is administered by the Human Resources Department and the Sick Leave Pool claims administrator for assessment of eligibility.
4. Eligible teacher recipients will provide the necessary eligibility and medical documentation to the Third-Party Administrator. The Human Resources Department will notify the bargaining unit of the teacher's eligibility.
5. The Union and/or District 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., workers' 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.
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 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 principal/supervisor at the earliest possible time of the absence.

B. **Religious Observance:** Teachers may use four (4) days of leave per school year for religious observances. Prior notification of absence for religious observance may be requested by 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 one hundred percent (100%) perfect 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. In order to extend a leave, teachers on a leave of up to one year shall submit an additional "Request for Leave" form to their supervisor and the Human Resources Department requesting to extend their leave.
2. If requesting to extend a medical leave of absence, teachers must provide a physician's statement indicating the need and the length of time the leave will be extended.
3. In order to extend a leave, teachers who have been on a leave of more than one year shall submit an additional "Request for Leave" form directly to the Human Resources Department.
4. 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 this article (see also Sections D and E of this article).
5. 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 attending physician indicating that they have medical clearance to return prior to reporting to work. When returning from a medical leave, teachers shall submit the designated forms indicating their intent to return to work. 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 found in the staff reduction provision of Article XV, Transfer, Reassignment and Recall.

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.

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 March 1. Failure to provide written notice to return to duty to the Human Resources Department prior to March 1 will result in the loss of the right of return from the leave of absence for the following school year.
2. Probationary teachers who intend to return to active duty from leaves of absence shall provide written notice to the Human Resources Department prior to March 1.

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 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.

Subd. 4. Mobility Leave: Teachers who are tenured are eligible for mobility leave as defined in MN statute 122A.46. Only teachers who have five (5) years of service as a teacher in the District 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 based on the discretion of the Human Resources Department.

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 parental care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least forty-five (45) days prior to the beginning date of the leave. A planned date of return to duty shall also be arranged at the same time. Teachers should meet with the principal/supervisor in considering the particular educational needs of the students in their classroom in selecting an effective date for beginning of and/or returning from such leave.

Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption.

B. Use of Sick Leave for Parenting Leave: For any leave of absence for maternity, paternity or adoption, teachers shall be able to access their earned sick leave during the parenting leave up to twelve (12) weeks. Documentation of date of birth or adoption shall be submitted to the Human Resources department.

C. Parenting Leave in Excess of Twelve (12) Weeks: Any leave of absence for maternity, paternity or adoption that results from the birth or adoption of a child(ren) that is medically necessary as evidenced by an attending physician's statement is covered by the sick leave provisions of this Agreement. The attending physician's statement shall be submitted to the District concerning the medical circumstances that require the leave. Teachers may access their earned sick leave during parenting leave up to twelve (12) weeks or the time specified by their physician. Leaves to care for children in excess of twelve (12) weeks that are not medically necessary would qualify as personal leaves of absence.

D. Parenting Leave for Adoption: Any parenting leave for adoption of a child(ren) that does not have documented medical need is applied toward the twelve weeks provided under the Family Medical Leave Act. For any leave of absence for adoption, teachers shall be able to access their earned sick leave during the parenting leave up to twelve (12) weeks provided under the Family Medical Leave Act. Documentation of date of adoption shall be submitted to the Human Resources department.

Teachers may use their earned sick leave for up to thirty (30) duty days, of the twelve (12) weeks of parenting leave, 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.

E. Interruption of Leave: Upon giving 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.

F. Return to Duty: Teachers returning from a maternity leave shall submit the appropriate form from their attending physician indicating that they have medical clearance to return prior to reporting to work. When returning from a parenting leave, teachers shall submit the designated form indicating their intent to return to work. The teacher shall return to the same position if the position still exists. The teacher shall return to the same site, unless the teacher is the least senior in their licensure area/department, or chooses excess status through the canvassing process found in the staff reduction provision of Article XV, Transfer, Reassignment and Recall.

G. Probationary Teachers: Probationary teachers may take up to one (1) year of child-care leave. A leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. Teachers who achieve tenure in the District 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) consecutive days in the event of the critical illness of the teacher's mother, father, sister, brother, children, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness. Such leaves shall not exceed fifteen (15) days in a single contract period.

Documentation may be requested.

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

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

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

Section F. Study Leaves

Subd. 1. Leaves for School Purposes: Teachers may be granted a leave of absence without loss of pay to observe methods of teaching, attend professional meetings, or for other school purposes. Requests for such leaves shall be made in writing to the Human Resources Department. The Human Resources Department shall notify the Union when such requests are denied.

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

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

Subd. 3. 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 District. The Union and the District 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 (a minimum of 110 days/school year) of active service in the District. 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 District before being eligible for another sabbatical leave.

C. Duration, Pay, Benefits: Sabbatical leave may be granted for one-half (½) year or up to one (1) full year.

1. Half-Year Sabbaticals

a. Regular sabbatical leave: Teachers granted sabbatical leave for one-half (½) year shall receive full pay during the sabbatical. Teachers who take a sabbatical for one-half (½) 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 (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 the District for at least two (2) 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 (2) 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 District 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 (½) pay during the sabbatical leave. The allowance granted to teachers on sabbatical leave shall be one half (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 (¾) pay during the sabbatical leave and three-fourths (¾) 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.

D. 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 District and the Union.

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.

E. Allotment: Up to a maximum of ten (10) 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 a maximum of one percent (1%) of the teaching staff may be granted either one (1) year-one half (½) pay or one (1) year-three fourths (3/4) pay 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.

F. 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.

G. 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.

H. 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 (1) 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 XVI.
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 Article XV, Transfer, Reassignment, and Recall article 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, staff reduction, and other applicable processes as described in Transfer and Reassignment Article of this Agreement, shall apply.

I. 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.

J. Teachers' Obligations Upon Return: Teachers granted sabbatical leaves shall teach two (2) years in the District 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 District a pro rated part of the sabbatical allowance. Teachers shall return to duty at the beginning of the next semester following the end of the sabbatical leave.

Teachers granted sabbatical leaves through the selection process whose position is subsequently discontinued by the District and who are recalled within the twenty-four (24) month recall period, shall have a right to their previously-granted sabbatical leave for the following school year. Such sabbatical leaves shall be included in the 1% maximum for Sabbatical Leaves granted for that year.

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 the teacher's obligation to teach two (2) years in the District following the completion of the leave. Discontinuance of contract by the District releases the returning teacher from the two (2) year obligation.

K. 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 District 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.

L. 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 Union.

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. 6. 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 (see Subd. 5, E) 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. 7. Teacher in Residence: The Minneapolis Public Schools shall support the selection of a Minneapolis teacher sponsored by the Bakken Library and Museum/MPS Partnership by offering one (1) full year, half salary Teacher-Residence position yearly contingent on external funding. The mission of the Teacher in Residence position is to strengthen science education in the Minneapolis Public Schools.

The Teacher in Residence position shall be selected in a joint process by the Bakken Library/MPS Partnership. The teacher who is selected for the position shall return to a position in the Minneapolis Public Schools pursuant to Transfer and Reassignment section for leaves of one year.

The Teacher in Residence position shall be included in the 1% maximum for Sabbatical Leaves granted but shall not be considered a Sabbatical Leave.

Subd. 8. Distinguished Teachers: The District/Union 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. 5 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 District/Union Distinguished Teacher Fellowships will be made by an expanded Sabbatical Leave Committee to include a representative of the sponsoring department/site and the Union. The granting and funding of these leaves shall be included in the allotment of sabbatical leaves (Subd. 5, E) 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 District may participate in a Teacher Exchange Program with other school districts and educational agencies. The intent of the program is to provide an opportunity for teachers to work in another educational frame of reference in order to gain different insights into instructional patterns, schedules, facilities, students and cultural environments. It is to be expected that the school district or agency with which the exchange is made gains in similar fashion.

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

Approval for each teacher exchange will be by means of a letter between the other school district or agency and the 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 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 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 District any fees received minus travel allowance, for such jury service. Teachers may retain fees for jury service that occurs on holidays and non-duty days for teachers.

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

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

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

Subd. 2. Military Leave:

A. Tenured Teachers: Leaves of absence are granted for military purposes, but not to exceed the enlistment or draft period. Official military orders shall accompany request for leave forms submitted to the Human Resources Department prior to the beginning of the military leave. Upon termination of military leaves teachers shall be entitled to be reinstated in a teaching position at the same salary 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 military leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process. Teachers returning from leaves of more than one (1) year have a right to return to a position in the District.

B. Probationary Teachers: Leaves of absence are granted for military purposes, but not to exceed the enlistment or draft period. Official military orders shall accompany request for leave forms submitted to the Human Resources Department prior to the beginning of the military leave. Upon termination of a military leave, teachers who were granted military leave of absence while on probation shall be entitled to be reinstated in teaching positions at the same salary 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 military leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction, the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process. Teachers returning from leaves of more than one (1) year have a right to return to a position in the District. For probationary teachers, a leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. (See also Section D. Subd. 3.)

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

D. National Guard Active Duty: A teacher who is involuntarily called to short term active duty (not to exceed twenty-nine (29) days) shall be granted leave with pay while serving provided the teacher pays to the District any fees received minus travel allowance, for such National Guard service. Teachers may retain fees for National Guard service that occurs on holidays and non-duty days for teachers. A copy of

the orders verifying that the employee was called to duty, not volunteering, for active duty must be submitted to the Human Resources Department along with the "Request for Leave" form.

E. Other Military Leave Compensation: State and Federal law provides additional salary and benefits considerations for certain military leaves. Contact the Human Resources Department for details.

F. Spouse or Domestic Partner's Departure for Military Duty: A personal leave of absence may be granted to teachers who wish to accompany their spouses or domestic partners who enter military service. Teachers who wish to visit their spouses or domestic partners at the port of embarkation prior to the spouse or domestic partner's departure for military service overseas, may use their personal leave days and/or may be granted a short leave of absence without pay. This request should be submitted on a "Request for Leave" Form and submitted to the Human Resources Department at least ten (10) days before the anticipated absence date.

Subd. 3. Peace Corps/VISTA Leaves: A leave for the Peace Corps/VISTA may be granted to 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 receive service credit toward longevity, benefits, placement on the salary schedule and salary increments on the same basis as if they had maintained active teaching status. The Minneapolis Federation of Teachers will reimburse the district for the actual cost of all compensation and benefits provided. 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 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.

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

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

ARTICLE XII. 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.

Environmental issues are becoming an increasing concern for the health and safety of students and staff. An environment as free as possible of fragrances such as strong cleaning agents, perfumes, cologne, or scented lotions would be appreciated by those affected. While personal choice in the matter of scent is respected, the increasing number of students and staff who have an adverse reaction to these chemicals in their environment is growing. Cleaning agents, perfumes, colognes, scented lotions, and hair sprays can cause symptoms including breathing problems, lethargy/depression, headaches, irritability, hyperactivity, muscle aches. These reactions are not simply aversion or discomfort but are medical in nature and can cause loss of time at school or can even result in life-threatening situations. Compliance is voluntary in this matter.

Section A. Environmental Health and Safety.

1. 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
Asbestos
Blood borne pathogens
Chemical storage
Compressed gas
Emergency preparedness
Employee safety and security
Forklift safety
Emergency preparedness
Employee safety and security
Forklift safety
Hearing conservation
Indoor air quality
Infectious disease
Infectious waste
Lead in construction and water
Lockout/tag out
Minnesota Right-to-Know
Playground safety
Radon
Respiratory protection
Technology education (ergonomics)
Underground storage tanks
Chemical hygiene/sensitivity/allergies

For more information, your MFT office has research and resources, or you can consult the Joint Labor Management Teachers Environmental Health and Safety Committee referred to in Section A.1. above.

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 the Office of Diversity and Equal Opportunity. 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 Office of Diversity and Equal Opportunity 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 Workers' 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 Workers' 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. Caseload Recommendations.

1. Special Education Teacher Caseload Recommendation:

It is recommended that staffing caseloads take into consideration the need to engage in the broad range of professional activities necessary to:

- Meet the intent of the Individuals with Disabilities Education Act (IDEA) by implementing appropriate and effective service options, and providing interventions designed to meet individual student needs,
- Implement evidence-based practices, and
- Meet mandated compliance, third-party billing, paperwork and other responsibilities.

Workloads for specific special education programs are delineated in MN Rule part 3525.

The following recommended caseloads area goal to strive for while taking into consideration program, site, and individual student needs that determine the workload of special education teachers. The District will work towards reducing caseloads for special education staff.

Audiologists: It is recommended that staffing caseloads of audiologists follow a ratio of 1:10,000 as a guideline at all general education settings across all grade levels.

Deaf/Hard of Hearing Itinerant Services Teachers: It is recommended that staffing caseloads of deaf/hard of hearing services teachers follow a ratio of 1:20.

Developmental/Adapted Physical Education Teachers: It is recommended that staffing caseloads of D/APE teachers follow a ratio of 1:40.

Occupational Therapists: It is recommended that staffing caseloads of occupational therapists follow a ratio of 1:25.

Physical Therapists: It is recommended that staffing caseloads of physical therapists follow a ratio of 1:25.

School Nurse: It is recommended that the District staff licensed school nurses at a 1:750 ratio for students in regular education, and 1:225 students in special education.

School Psychologists: It is recommended that staffing caseloads of school psychologists follow a ratio of 1:1,000 as a guideline at all general education settings across all grade levels.

School Social Workers: It is recommended that staffing caseloads of school social workers follow a ratio of 1:600 as a guideline at all general education settings across all grade levels. This does not include special education allocations to school for citywide special education programs.

Special Education Resource Teacher: The District shall require buildings to staff special education resource teachers at a 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 toward the reduction of maximum recommended caseloads for Special Education Resource Teachers from 1:23 to 1:20 as budget constraints allow.

Speech Language Clinicians: It is recommended that the District staff speech language clinicians at a ratio no greater than 1:23 students.

Vision Services Teachers: It is recommended that staffing caseloads of vision services teachers follow a ratio of 1:22.

2. School Counselor Caseload Allocation

Licensed School Counselors: It is recommended that the District staff licensed school counselors at a 1:250 ratio for secondary counselors, and 1:400 for elementary counselors.

Section C. 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:

- Workloads
- 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
- 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 D. Professional Work Space.

All professional employees of Minneapolis Public Schools, including district-wide professional staff such as audiologists, D/APE teachers, deaf/hard of hearing teachers, occupational therapists, physical therapists, school nurses, school psychologists, school social workers, speech language clinicians, vision teachers, SERTs, and Guidance Counselors, 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. The location of aforementioned equipment and technology is subject to consultation among affected parties prior to movement. 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, elementary specialist teachers shall be provided a separate room for their instructional program. Where

this is not possible such teachers shall be provided with their own desk, in at least a semiprivate area with working space where materials may be left. In addition such teachers shall have sufficient, secure space designed for the purpose of storing equipment and personal items. In addition such teachers shall have sufficient, secure space designed for the purpose of work preparation, and storage of course-related equipment and personal items.

Section E. 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 associated with subordinate relationships, they should contact the Union office where it shall be determined if it is appropriate to initiate the following procedures:

a. If it is deemed warranted and the teacher or teachers so choose, a grievance procedure may be initiated at level II (Employer) on behalf of the teacher or teachers by implementing the bypass clause in Level I of the grievance procedure (Article XIII). 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 (Office of Diversity Complaint).

b. The grievance procedures may be followed through levels II (Employer), III (Mediation) and IV (Arbitration), or other settlements may be achieved through agreement among teacher or teachers, the Union and the District.

c. Issues involving staff/staff, staff/administrator, or citizen/staff shall be covered under the Conflict Resolution provision of this article. Also see the Article XIII, Grievance Procedure.

Section F. : Conflict Resolution Process for Staff/Staff, Staff/Administrator, Staff/Citizen Issues

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 an expectation of educators as professionals (see Ethical Guidelines in Article V, Professional Development) 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. Steps 2,6 and 7 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.
   a. If a resolution is reached, a trusted or neutral party may be asked to reduce the agreement to writing if the parties both wish to have it done.
   b. If no resolution is reached and both members are interested in continuing to resolve their concerns without involving District personnel, then they may access a mediation program through OPTUM, available community mediation programs, or other free resources.
   c. If no resolution is reached for a staff/staff or a staff/administrator concern and both of the staff members want further discussions at the District level, then the process moves to Formal Resolution.

FORMAL RESOLUTION

To be completed only if individuals are unable to reach an informal resolution and have both made a written request to use the Formal Resolution process.

1. The staff members involved are given the Staff Resolution Form to review (see end of this article). 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. Information from a complaining citizen is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

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 information resolution.*

1. The parent/citizen is given the Parent/Citizen Resolution Form to review. A meeting is scheduled within 2 schools 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.

Description Of Events Form for Staff/Staff Resolution Meeting - MPS

Your Name: _____ Date: _____

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

Staff Resolution Meeting Summary

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

   Staff Person B:

2. What issues remain to be resolved?
   Staff Person A:

   Staff Person B:

3. Outcome of meeting:

Description Of Events Form for Parent/Citizen Meeting - MPS

Your Name: _____ Date: _____

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

1. Are you a parent/guardian of child at the school of concern?

   [ ] Yes [ ] No Relationship to School: _____

2. Are you a staff person at the school of concern?

   [ ] Yes Position:_____ [ ] No

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

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

Parent/Citizen Resolution Meeting Summary

(Attach "Description of Events Form")

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

Parent/Citizen:

School Personnel:

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

Parent/Citizen View:

School Personnel View:

3. Outcome of meeting:

ARTICLE XIII. 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 XV, Section H, Recall; provided, however, that such teachers may grieve only alleged violation of Article XV, Section H, Recall.

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 seven (7) 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: l) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is fewer than three, three employees may still participate in the proceedings without loss of wages.

Section D. General:

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

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

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

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

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

ARTICLE 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:

- Teachers on leave, with the approval of the principal or supervisor, have the right to share a position under the terms of this procedure.
- 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.
- 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.
- 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.
- If the dissolution of a job share results in the need for a staff reduction, Article XV, Transfer, Reassignment and Recall.
- Teachers who job share may take a leave for the unassigned portion of their position.
- 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 XV, Transfer, Reassignment and Recall.
- 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.
- 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:

- Both teachers agree to attend open houses; and,
- Both teachers agree to cooperatively prepare end of the year summaries and reports; and,
- One of the teachers will always be in attendance at required workshops, conferences, in-services, and/or staff meetings; and,
- 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:

- A probationary teacher may job share with a tenured teacher, provided both employees are on a PDP; and,
- Both teachers agree to attend open houses; and,

- Both teachers agree to cooperatively prepare end of the year summaries and reports; and,
- One of the teachers will always be in attendance at required workshops, conferences, in-services, and/or staff meetings; and,
- 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:

- 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
- 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
- Both job share partners agree to attend all staff meetings and professional development activities of the school/program and the District; and
- 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
- The tenured job-share partner with a minimum of twenty-five (25) years of service in the District, will be trained through the PAR program; and
- 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 TRA; and
- The tenured job-share partner with twenty-five (25) or more years of service will receive a one-half (.5) professional account under the PAR program; and
- The tenured job-share (mentor) partner shall receive a one-half (½) professional account under the PAR mentor program; and
- During the school year, there will be no more than ten (10) job-share positions under this provision; and
- 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:

- strengthen a system that improves quality instruction, student learning, and school success;
- continue to value the seniority status of teachers;
- provide schools with diverse teaching staffs;
- provide stability of staffs at all sites;
- provide support for teachers at all school sites;
- facilitate the best match possible of teachers and sites or programs;
- enable the District to hire the best qualified teachers available;

A **summary** of the key provisions of the Transfer and Reassignment Procedure:

- 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. Leaves of absence provisions as outlined in Article XI, Leaves of Absence.
- 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.
- The request for a voluntary transfer to a school is accepted only if the principal, supervisor or designee signs the approval form.
- 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.
- 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.
- 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.
- Realigned/Reassigned teachers who surrender a license or endorsement may claim a position in their current building under the following conditions:
    - Their department is based upon where the majority of teaching time was spent during their most recent three (3) year period of active duty; AND,
    - They had building rights in that department prior to their realignment/reassignment.
- 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.

- 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.
- 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.
- 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.
- Teachers can be reassigned by the site administrator within the building. Such assignment shall be made in accordance with categorical and general staff allocations, policies, rules and administrative regulations of the school district and any collective bargaining agreements which the School Board has entered into. Staff assignments are subject to the approval of the appropriate superintendent.

  Prior to any internal reassignment of teachers to a different grade level, position, or 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 site administrator shall seek mutual understanding and agreement by having a professional conversation regarding the teacher's assignment within the site. This conversation will be documented by both parties.
  - Upon written request of the teacher, the site 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 site administrator's decision does not support her/his professional and educational plan, 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.
- 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. Leaves of absence provisions as outlined in Article XI, Leaves of Absence.
2. A vacancy created as a result of retirement, resignation or reassignment shall not be filled until it has been vacated.
3. Teachers at the site are canvassed for interest in reassignment to any vacancy at the site; principal may select a site teacher.
4. All vacancies shall be filled through a spring posting and two (2) bidding sessions. It is recommended that they conclude by May 15th. During the spring posting, vacancies resulting from early retirement notifications may be posted as well as special education positions and others identified by sites. Interested teachers holding the required licensure must interview in order to claim positions in seniority order.

   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). It is recommended that this be completed by June 1.
5. Vacancies occurring from the last bid session to fall staff adjustment day shall be filled in the following manner:

- Positions shall first be filled by excessed and unassigned teachers still needing placement after the final bid session and holding the required licenses. This shall be considered a permanent fill.
- For approved sites not making Adequate Yearly Progress (AYP) when there are no excessed or unassigned teachers to be placed, the positions shall be permanently filled from the District candidate pool.
- For other sites not making Adequate Yearly Progress, when there are no excessed or unassigned teachers to be placed, the position shall be filled from the District candidate pool as a one year assignment and the teachers shall be excessed at budget tie-out the following spring.

  [**Tier Designation**: 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 category. **AYP Designation**: As defined by the No Child Left Behind official formulae for test participation, Minnesota Comprehensive Assessment (MCA) proficiency, Attendance & Graduation Rates.]

6. 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.
7. 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 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. District-wide postings include a school program description, specific job description including grade level, and/or site portfolio for potential applicants to access.

   Interviews shall be twenty-five (25) minutes, scheduled at thirty (30) minute intervals. Each site shall establish a pool of interviewers selected by the steward and principal. Each site interview team shall include at least one administrator and two teachers from the pool and selected by the principal. The interview questions will reflect the details of the job description. 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.

   Teachers interviewing for available positions in the district shall be treated in a professional and respectful manner. To safeguard professional interactions between teachers and interview teams, all teachers interviewing for available positions may complete an exit feedback survey at the end of the interview session. Feedback surveys shall be submitted to MFT. If surveys reveal a pattern of impropriety at a given site, MFT will bring the issue to contract administration to determine appropriate actions that may include inviting the principal to contract administration, referring the issue to PLT, etc. If urgent issues arise during interview sessions, they should be reported immediately to a Human Resources representative for appropriate intervention.

   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 the most recent PDP;

- 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.

The school or program profile shall include:

- roles and job descriptions for the vacancies at the school;
- philosophy of the program;
- content and expectations for the interviews;
- curriculum used in the program;
- language proficiency;
- training emphasis of the program;
- learning models;
- short and long-range goals for the school (School Improvement Plan);
- other documentation showing the site's philosophy and climate, e.g., SIR, QPI, 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 Section G.2. of this article, 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 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.
9. 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 notification deadline date as indicated in Article XI 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.
10. Only seniority earned within the teacher bargaining unit shall apply for the purpose of reassignment and transfer.

11. 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.
12. 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.
13. Positions filled at less than 1.0 pursuant to the provisions of this Article, 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 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.
14. 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 XV, Transfer, Reassignment and Recall. 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 and Placement 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 are encouraged to 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 Section G, 2, staff reduction provision of this article, 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 are encouraged to accept a vacancy available in the specific licensure area/department from which the teachers were excessed and for which they have interviewed. If teachers decline the vacancies available, they will attend the next bidding session designated as excessed teachers, and may continue to exercise their voluntary transfer options. Teachers who choose this option must again participate in the interviewing sessions.
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 are encouraged to 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.

Subd. 3. Excessed teachers who do not secure a position through the bidding process will be subject to placement by the Labor/Management Placement Committee at an excessed placement session. Excessed teachers must attend the session and interview with sites present in order to claim a vacancy at those sites. If sites are not available to interview excessed teachers, those excessed teachers in attendance at the placement session will be able to select vacancies at those sites. Those excessed teachers who have

interviewed with sites will claim positions in seniority order. Excessed teachers who are not in attendance will be placed by the Labor/Management Placement Committee in vacancies remaining at the end of the placement session. 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.

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. Alternative Staffing for Special Education:

EBD Special Education programs that are considered Federal Setting 3 and 4 (e.g., Harrison, Crawford, Morris Park, SPEN, SPAN, and CHEER) shall staff their programs using an interview and select process. Openings for these programs will be advertised internally with information sessions made available regarding these positions along with an opportunity to sign up for interviews. These interview committees will include teacher representation from the EBD program. Individuals selected for these positions will attend a minimum of 30 hours specialized training (staff development rate of pay) outside the normal school year.

For the purpose of bidding, autism openings shall require an autism certificate and/or two years of successful teaching experience in an identified autism program. Teachers currently employed by MPS in an Autism program shall be deemed qualified for these positions.

Special Education Citywide Programs/sites may apply for participation in an alternative staffing process which would be approved/denied through contract administration meetings between Human Resources and the Minneapolis Federation of Teachers.

The following are options to guide the staffing conversations between Human Resources, the Minneapolis Federation of Teachers, and the Special Education Program.

- Interview and select for positions.
- Extended time for training and professional development.
- Teacher commitment to stay with the program for a defined period of time.
- Site request to trade positions between a regular education teacher licensed in special education and a special education teacher licensed in regular education for a defined period of time.

Each program/site will not be guaranteed approval or access to all options. The application process for sites requesting a redesign for staffing would be required to include the support of the Special Education Department and those teachers at the site who would be impacted. Special Education programs/sites will have the opportunity to propose recommendations to the committee, which may include but are not limited to those listed above.

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. **Closing, moving, and merging of buildings or programs.**

   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 merging, the faculties of those schools shall be considered as one (1) in establishing seniority rank.

   In the case of a school being closed, the staffs shall be excessed and will go to bidding using excessed status.

   In the case of an entire school or program being moved to another location, teachers shall move in seniority order with the program.

   In the case of any site or program being designated as closing, moving or merging, district-wide seniority shall continue to be the only basis for determining the number of teachers who must be laid off due to staff reductions.

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.

   b. Teachers requesting reassignment pursuant to Section G.2.a. of this article, 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 Section G.2.a.,b of this article, the reduction shall be accomplished by designating for reassignment the least senior teachers in the department.

   d. In secondary school units, department shall mean subject matter areas (see #6 for procedures regarding Multiple Assignment).

      For reassignment purposes, exceptions to Section G.2. of this article 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 program**.

   a. For the purposes of excessing, teachers who teach exclusively in one (1) program shall be excessed from the program pursuant to Section G.2. of this article.

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 at any individual site may use system seniority to hold current positions at their current FTE levels in each department, or may claim a vacant position in the department in which the majority of teaching time has been spent during the most recent three (3) year period of teaching.
7. **Realigned/Reassigned Teachers' Assignments.** Realigned/reassigned teachers who surrender a license or endorsement may claim a position in their current building under the following conditions:
   - Their department is based upon where the majority of teaching time was spent during their most recent three (3) year period of active duty; AND,
   - They had building rights in that department prior to their realignment/reassigned.
8. **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.
9. **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 G.2 of this article 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, Section G.2. of this article 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.
10. **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.
11. **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.
12. **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 XIV, Job Share Procedures. Timelines for application shall be consistent with the deadlines as defined in Article XIV, Job Share Procedures. Any alleged violation of the policy on job share procedures is not subject to grievance arbitration.
13. **SPECIAL EDUCATON CITYWIDE RELATED SERVICES:**

    Teachers With Caseloads: Teachers with caseloads who are assigned city-wide (adapted physical education, speech and language, occupational therapy, physical therapy, audiology, nursing, psychology, may have their caseload adjusted with consultation during the school year, depending on IEP requirements and city-wide distribution of students.

    The following special education departments will internally post vacancies for its staff to indicate interest through a polling process: Speech-Language, Occupational and Physical Therapy, School

Psychology, Nursing, and Audiology. In each department, partial positions will be bundled as needed. Lead staff in these departments will make placements following seniority while taking into consideration polled preferences, individual expertise, and other factors that support a positive match between the site and the teacher.

14. **CITYWIDE PROGRAMS INCLUDING SPECIAL EDUCATION AND HIGH-FIVE:**

Teaching staff assigned to citywide programs are not considered part of the overall building seniority. As a result, citywide program staff are not impacted by reductions that take place with building positions. Citywide programs include:

- High-Five
- Autism
- D/HH (Deaf/Hard of Hearing)
- ECSE (Early Childhood Special Education)
- Hospital Agencies
- Federal Setting IV EBD (Crawford, Harrison, Morris Park)
- Life Skills
- DCD (Developmental Cognitive Disability)
- CLASS, K12 (Coordinated Learning for Academic and Social Success)
- POHI (Physical and Other Health Impairments)
- SPAN (Special Programs Adolescent Needs, Secondary)
- SPEN (Special Programs Elementary Needs)

Reassignment of staff cannot take place from citywide program to building program and vice-versa. The exception to this is buildings may elect to fill vacant citywide program School Social Worker positions with existing School Social Workers upon mutual agreement.

When a citywide program is relocated to another site, it is considered to move intact. The staff who work with the program move with the program. The exception to this is School Social Workers. If a Citywide program is moved or closed, School Social Workers may move into open SSW positions in their current building with the consent of the building administrator and the Social Worker. The School Social Worker may also elect to be excessed and go to teacher bidding. If no School Social Worker open position exists at that site, the school social worker will be excessed and may go to teacher bidding.

A citywide program may have one or more classrooms at a given site. If all classrooms move to one site or if one or more classrooms move to multiple sites, the program is still considered to be moving intact if the staff and students follow the program.

Teachers who work part time in a citywide program and part time in a building position at the same location have the right to claim a vacancy at the site or with the citywide program by order of seniority, if the program moves. They belong to both programs and have a choice of where they wish to go.

Citywide special education related services staff (including Audiology, D/APE, Nursing, Occupational and Physical Therapy, Psychology, and Speech-Language) are assigned to sites by the Special Education Department based on IEP requirements and citywide distribution of students with IEPs and are considered citywide programs in and of themselves.

15. **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 Section G.2 of this article

When an assignment is reduced, the teacher has the right to:

- voluntarily demote and retain the position or
- gain excessed status pursuant to Section G.2 of this article, 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 first calling the teacher who will have until the end of the next business day to accept or decline the recall. If the teacher is not reached by phone, a certified letter addressed to the teacher's last known address will be sent offering the recall. Such notifications shall be sent to teachers in order of their seniority in the department from which they were discharged.

Within seven (7) 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) 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.

ADDENDUM 1: ASSIGNMENT SCHEDULING PARAMETERS

Scheduling Split Assignments							Scheduling Single Assignments	
Student Day	**FTE**	**Duty Day (Min)**	**Lunch**	**Prep**	***Non-Instructional Time***	***Instructional Time***	***Lunch***	***Instructional Time***
Student Day 6.5hrs	1.0	465.0	30.0	55.0	75.0	305.0	30.0	305.0
Student Day 6.25hrs	1	465.0	30.0	55.0	90.0	290.0	30.0	290.0
Student Day 6.5hrs	.9	418.5	27.0	49.5	67.5	274.5	30.0	271.5
Student Day 6.25hrs	.9	418.5	27.0	49.5	81.0	261.0	30.0	258.0
Student Day 6.5hrs	.8	372.0	24.0	44.0	60.0	244.0	30.0	238.0
Student Day 6.25hrs	.8	372.0	24.0	44.0	72.0	232.0	30.0	226.0
Student Day 6.5hrs	.7	325.5	21.0	38.5	52.5	213.5	30.0	204.5
Student Day 6.25hrs	.7	325.5	21.0	38.5	63.0	203.0	30.0	194.0
Student Day 6.5hrs	.6	279.0	18.0	33.0	45.0	183.0	30.0	171.0
Student Day 6.25hrs	.6	279.0	18.0	33.0	54.0	174.0	30.0	162.0
Student Day 6.5hrs	.5	232.5	15.0	27.5	37.5	152.5	30.0	137.5
Student Day 6.25hrs	.5	232.5	15.0	27.5	45.0	145.0	30.0	130.0
Student Day 6.5hrs	.4	186.0	12.0	22.0	30.0	122.0	12.0	122.0
Student Day 6.25hrs	.4	186.0	12.0	22.0	36.0	116.0	12.0	116.0
Student Day 6.5hrs	.3	139.5	9.0	16.5	22.5	91.5	9.0	91.5
Student Day 6.25hrs	.3	139.5	9.0	16.5	27.0	87.0	9.0	87.0
Student Day 6.5hrs	.2	93.0	6.0	11.0	15.0	61.0	6.0	61.0
Student Day 6.25hrs	.2	93.0	6.0	11.0	18.0	58.0	6.0	58.0
Student Day 6.5hrs	.1	46.5	3.0	5.5	7.5	30.5	3.0	30.5
Student Day 6.25hrs	.1	46.5	3.0	5.5	9.0	29.0	3.0	29.0

ADDENDUM 2: GUIDELINES FOR TRANSFER AND REASSIGNMENT

City-Wide Special Education Related Services and Nursing Staff, Audiology, DAPE, Nursing (LSN), OT/PT, Psychology, Speech-Language (S/L)

REDUCTION IN STAFF AND EXCESSING

1. What happens when there is a reduction of teachers at a site?

a. Audiology, Nursing, & OT/PT:

1) When a position at a site is reduced, the lead staff and the advisory committee review staff surveys and bundle positions. Seniority order is followed and staff preferences from surveys are taken into account.
2) Audiology, Nursing and OT/PT staff are not excessed from school sites.
3) In the event of reductions in city-wide Audiology, Nursing and OT/PT staff allocations that require lay offs, MPS Teacher Contract procedures followed.

b. Psychology:

1) Excessing occurs only when a portion of a Psychologist's assignment purchased by the school with general education funds is reduced. Psychology staff are not excessed from city-wide positions.
2) If staff needs small assignment piece to keep total FTE whole, lead staff and the advisory group may fill in vacant assignment pieces with city-wide Psychologist time.
3) Seniority order is followed, and staff preferences from surveys are taken into account.
4) Excessed staff retain right to follow MPS Teacher contract procedures for teachers with multiple assignments
   - Voluntarily demote and retain the remaining portion(s) of their position.
   - Retain the remaining portion of the position and partially excess her/him self.
   - Accept excessed status for their entire position.
   - Teachers must indicate their selection prior to the first teacher bidding session.
5) In the event of reductions in city-wide Psychologist staff allocations that require lay offs, MPS Teacher Contract procedures followed per Article XV, Transfer, Reassignment and Recall.

c. Speech-Language and D/APE:

1) MPS Teacher Contract procedures followed per Article XV, Transfer, Reassignment and Recall.
2) If city-wide staff needs small assignment piece (e.g., .1 to .5 FTE) to keep their total FTE whole or from being excessed from their home school, lead staff and the advisory group may fill in vacant assignment pieces with city-wide FTE.
3) In these cases, seniority order is followed, and staff preferences from surveys are taken into account.
4) Excessed staff retain right to follow MPS Teacher contract procedures for teachers with multiple assignments
   - Voluntarily demote and retain the remaining portion(s) of their position.
   - Retain the remaining portion of the position and partially excess her/him self.
   - Accept excessed status for their entire position.
   - Teachers must indicate their selection prior to the first teacher bidding session.
5) If staff needs.6 FTE assignment piece or more to keep their total FTE whole or keep their home school, that person is excessed from entire position and may claim a vacant position at bid.
6) In the event of reductions in city-wide S/L and DAPE staff allocations that require lay offs, MPS Teacher Contract procedures followed per Article XV, Transfer, Reassignment and Recall.

VOLUNTARY TRANSFERS, EXCESSED STAFF, STAFF RETURNING FROM LEAVE OF MORE THAN ONE YEAR

2. What happens when a vacancy occurs in conjunction with spring teacher bid (due to retirement, new FTE, etc.)?

a. Small school assignment pieces are bundled by lead staff and the advisory group into full-time and part-time positions for bid.

b. Vacant positions are those that are available after internal adjustments to existing assignments have been made.

Speech-Language, Audiology, OT/PT, LSN, and Psych:

1) Lead staff and the advisory group compile list of vacant positions.
2) Lead staff sends list of vacant positions to HR and copied to MFT via email.
3) Human Resources sends list of vacant positions to staff via email.
4) Process for expressing interest in vacancy, interviewing, and timeline is included in posting.

DAPE:

1) Lead staff and the advisory group compile list of vacant positions
2) Positions posted following normal HR/MFT process

c. Spec. Ed./Health Services administration or designee interview staff

d. Staff claim vacant positions in seniority order.

3. What happens when a vacancy occurs after the final teacher bid?

- MPS Teacher Contract procedures followed per Article XV, Transfer, Reassignment and Recall.

STAFF ADJUSTMENT

4. What happens when staff adjustments between schools are necessary during the school year?

Note: It is extremely rare for related services and nursing staff to be reassigned during the school year.

Special Education related services (Audiology, DAPE, OT/PT, Psychology, Speech-Language and Nursing) staff positions and assignments are designated as city-wide positions, and not allocated to schools. This gives the district maximum flexibility to shift staff resources depending on the city-wide distribution of students with IEPs and for students with significant health concerns requiring intensive nursing cares.

Article XV, Section G, TEACHERS WITH CASELOADS: Teachers with caseloads who are assigned city-wide may have their caseload adjusted with consultation during the school year, depending on IEP requirements and city-wide distribution of students.

a. Staff in city-wide assignments are informed that their assignment is subject to change depending on IEP requirements and city-wide distribution of students, as per current teacher contract.

b. Staff adjustment found in Article XV, Section G.2., staff reduction, shall be followed (e.g., canvass in seniority order at sites with more than one staff person).

c. School reassignment decisions are made by the respective Special Education or Health Related Services administration (or their designee), in consultation with the staff involved. Lead staff will notify principals, assistant directors, Human Resources, MFT and Academic Superintendent by email.

d. For city-wide staff that have a portion of their position purchased by the school, the adjustment in their assignment will come exclusively from the city-wide portion of their position. In these cases, principals are consulted, as appropriate.

e. The staff involved will retain the right to go back to their original position at the end of the school year if it still exists, and retain all relevant teacher contract rights and privileges (e.g., voluntary transfer).

f. When possible, staff adjustments will occur at natural breaks in the school calendar, such as quarter or semester breaks and vacation breaks.

OTHER ISSUES REGARDING CITY-WIDE POSITIONS

5. What is the make up and role of city-wide advisory groups?

a. Advisory groups for city-wide Special Education related services and city-wide Nursing staff have the following common characteristics:

- Open to tenured staff in the respective units
- Rotating terms
- Representative of sub-units (e.g., preschool, elementary, secondary)

b. The role of the advisory group is to facilitate the assignment, transfer, excessing and bundling process for related services staff. The lead staff and the advisory groups will develop guidelines for how assignment pieces will be bundled, and communicate this information to the respective groups, Human Resources and MFT.

6. How may staff address concerns they have about assignments?

a. Staff may meet with lead staff, advisory committee, and/or the respective Special Education or Health Related Services administrator to address the concern.

b. If the concern cannot be addressed with these procedures, staff will follow the teacher contract procedures for addressing staff concerns.

7. How are schools and staff informed about city-wide services at the site?

a. Principals may be informed at budget tie-out of the approximate amount of time their school will receive based on the predicted number of students with IEPs or health concerns, along with notification that the amount of service is subject to change.

b. Special Education/Health Services will do SRPs for all city-wide positions.

8. How is the effectiveness of the procedures in this document evaluated?

Staff satisfaction surveys on the assignment/excessing/bundling procedures will be collected every two years (in conjunction with new teacher contracts). Results of these surveys will be collected by the respective lead staff and shared with the advisory committee, Special Education or Health Related Services administrator and the Special Education/Labor Management Committee.

ARTICLE XVI. TECHNOLOGY

Technology Vision

Minneapolis Public Schools leverages technology to advance a dynamic, student-centered, learning environment that maximizes student potential, empowers teachers, embraces parents, engages community, and promotes global citizenship.

The District must strive for digital equity. All of our students must be prepared to live, work and thrive in this next century. Our implementation plan must include greater understanding on the part of our teachers and administrators that a technology-enhanced school environment is not a choice, but a necessity.

Technologies must be available to make learning exciting and interesting, to enhance interaction between students and others and tie learning to the community outside the school walls. Greater access and skills with information technologies will allow students greater opportunities to prepare for all career paths in the future.

Staff training and education are critical to the overall successful implementation of technology that promotes creativity, collaboration and problem-solving.

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 job-related communication.

c. All staff will work toward full implementation of the technology standards and assess themselves against technology standards checklists such as those found at http://its.mpls.k12.mn.us/Tech_Standards_for_Teachers.html

d. On-line quality professional development opportunities are available for staff seven-days a week, twenty-four-hours a day to improve skills for technology use, such as Atomic Learning http://www.atomiclearning.com/

e. Teachers will understand and follow Minneapolis Public Schools Internet Policy Guidelines in all uses of technology http://its.mpls.k12.mn.us/sites/3ab69bed-343f-4692-80cb-86c05ea9cf88/uploads/6415c.htm

f. Qualified technical support for all technology will be available.

g. District curriculum, whenever possible, should be available in digital format and online.

h. Implementation of the 2008-2011 Master Technology Plan will be continuously assessed and evaluated to ensure efficiency, effectiveness, and overall success as it impacts teaching and learning.

i. There will be equitable access to digital technology such as digital cameras, camcorders, DVD players, CD-DVD burners, and laser printers across the district.

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. 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 a 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 and wireless within each building. The district network will be continuously updated to provide sufficient bandwidth for staff and student instructional use of the Internet.

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 for Union activities other than election campaigns in accordance with District policy, procedures and requirements.

Subd. 5. **Integrated Technology**:

The District is committed to meeting the following goals:

- Continually reexamine the Discovery system with input from users to improve effectiveness
- Providing access to technology at all sites and for all students and staff.

Subd. 6. **Computer/Laptop Availability**:

Every teacher will have a classroom/office, networked/Internet accessible, fully functional 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. The 2007-2008 technology bonding project will provide a desktop "classroom computer" for each classroom. If funds become available for an additional computer it is recommended that teachers be given a choice of a laptop or desktop computer.

Some printers need to be available in convenient, secured locations, accessible only to staff, at each school site so teachers can print confidential information.

Subd. 7. Disposal of Confidential Documents: Resources will be available to all teachers to appropriately and securely dispose of papers containing confidential information.

Subd. 8. **Technology Professional Development for Teachers**: the District will provide both online and on-site training to teachers for effective technology integration to support curriculum and instruction. Sites will use technology self-assessment to prioritize technical skills needed. Sites and teachers are encouraged to take advantage of Pro-Pay Skill Sets of exemplary best practices.

Subd. 9. Technology and Paperwork Reduction for Special Education Teachers/Providers and Related Services Personnel: All special education teachers and related services personnel shall have the tools and training to do their jobs. Any technology initiatives shall include Special Education Teachers/providers with the objective of providing 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, up-to-date software, and access to confidential secure printers, accessible only to staff. 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 be updated at least annually by the IT Director in order to monitor implementation.

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. Existing forms shall be configured electronically with internally available data embedded in order to reduce manual typing or hand entries on forms (e.g., transportation forms, summer school forms, etc.)

Subd. 10 Off Site Access: For staff who already have their own personal internet access, the District will provide portal access so that they can access District websites and applications from off-site.

Subd. 11 Labor/Management Technology Advisory 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. There will be two co-chairs of the committee, one appointed by the district and one appointed by MFT. Teacher members on the committee will be appointed by the MFT in collaboration with Information Technology Services and meet quarterly.

The District Technology Advisory Committee will guide the implementation of the 2008-2011 Master Technology Plan and serve to meet the needs of teachers and students. Throughout the year, the committee will collaborate with curriculum specialists and technology integration specialists to develop best practices around technology integration in the classroom and make recommendations. The committee will help determine the skill sets/competencies needed by teachers in the District in order to function competently in the effective use of technology for teaching, learning and communicating.

The District Technology Advisory Committee, curriculum specialists, and technology integration specialists will use data from the school site technology plans in their planning and advisory practices. The School Site Technology Plans are to be filed by each site annually through the District's electronic filing process on the Intranet under the Department of Information and Technology Services.

Subd. 12 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).

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. At the site level, strategies should be in place to involve teachers in planning and decision-making about technology. This can be done by a site technology committee or some other shared-decision making body at the site.

d) Technology Implementation Standards will be followed throughout the initiation, implementation, and institutionalization of technology in the District and sites.

Subd. 13 Digital Learning Curriculum: Small Learning Communities (SLCs) will continue to use digital learning curriculum and be supported by the District through staff development and access options.

ARTICLE XVII. 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.

d. 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.

SCHEDULE "A" - TEACHER SALARY EFF. JULY 1, 2007 – JUNE 30 2008

STEP	II	III	IV	Va	Vb	Via	VIb	VII	VIII	IX	X	XI
LANE	BA	BA+15	BA+30	BA+45	MA	BA+60	MA+15	MA+30	MA+45	MA+60	PhD/ EdSp	PhD/ NBPTS
2	33,815	34,389	35,293	36,842	36,842	37,928	37,928	39,011	40,096	40,967	41,841	43,695
3	35,604	36,113	37,050	38,865	38,865	39,976	39,976	40,985	42,211	43,267	44,323	46,176
4	37,694	38,033	39,011	40,763	40,763	42,173	42,173	43,291	44,298	45,512	46,729	48,584
5	39,430	39,991	41,036	42,639	42,639	44,059	44,059	45,265	46,620	47,849	49,077	50,932
6	41,413	42,067	43,108	45,026	45,026	46,607	46,607	47,598	48,945	50,410	51,877	53,733
7	43,565	44,217	45,316	47,705	47,705	48,984	48,984	50,041	51,504	52,896	54,290	56,144
8	48,500	49,233	49,503	50,156	50,156	51,436	51,436	52,769	53,984	55,576	57,169	59,023
9	48,500	49,233	53,148	53,656	53,656	54,765	54,765	56,123	57,623	58,891	60,155	62,010
10	48,500	49,233	53,148	58,798	58,798	60,107	60,107	60,383	60,589	62,079	63,567	65,422
11	48,500	49,233	53,148	58,798	60,889	60,107	63,838	64,963	67,035	68,748	70,461	72,314
12	48,500	49,233	53,148	58,798	60,889	60,107	63,838	64,963	67,035	68,748	70,461	72,314
13	48,500	49,233	53,148	58,798	60,889	60,107	63,838	64,963	67,035	68,748	70,461	72,314
14	48,500	49,233	53,148	58,798	60,889	60,107	63,838	64,963	67,035	68,748	70,461	72,314
CI-15	49,561	50,294	54,210	59,859	61,951	61,167	64,899	66,025	68,097	69,809	71,521	73,375
16	49,561	50,294	54,210	59,859	61,951	61,167	64,899	66,025	68,097	69,809	71,521	73,375
17	49,561	50,294	54,210	59,859	61,951	61,167	64,899	66,025	68,097	69,809	71,521	73,375
18	49,561	50,294	54,210	59,859	61,951	61,167	64,899	66,025	68,097	69,809	71,521	73,375
19	49,561	50,294	54,210	59,859	61,951	61,167	64,899	66,025	68,097	69,809	71,521	73,375
CI-20	51,153	51,886	55,801	61,451	63,542	62,760	66,491	67,616	69,688	71,401	73,114	74,967
21	51,153	51,886	55,801	61,451	63,542	62,760	66,491	67,616	69,688	71,401	73,114	74,967
22	51,153	51,886	55,801	61,451	63,542	62,760	66,491	67,616	69,688	71,401	73,114	74,967
23	51,153	51,886	55,801	61,451	63,542	62,760	66,491	67,616	69,688	71,401	73,114	74,967
24	51,153	51,886	55,801	61,451	63,542	62,760	66,491	67,616	69,688	71,401	73,114	74,967
CI-25	52,744	53,478	57,393	63,043	65,134	68,082	68,082	69,208	71,281	72,992	74,705	76,558
26	52,744	53,478	57,393	63,043	65,134	68,082	68,082	69,208	71,281	72,992	74,705	76,558
27	52,744	53,478	57,393	63,043	65,134	68,082	68,082	69,208	71,281	72,992	74,705	76,558
28	52,744	53,478	57,393	63,043	65,134	68,082	68,082	69,208	71,281	72,992	74,705	76,558
29	52,744	53,478	57,393	63,043	65,134	68,082	68,082	69,208	71,281	72,992	74,705	76,558
CI-30	53,806	54,539	58,454	64,104	66,195	69,144	69,144	70,269	72,341	74,054	75,767	77,620

SCHEDULE "B" - TEACHER SALARY EFF. JULY 1, 2008 – JUNE 30 2009

STEP	II	III	IV	Va	Vb	Via	VIb	VII	VIII	IX	X	XI
LANE	BA	BA+15	BA+30	BA+45	MA	BA+60	MA+15	MA+30	MA+45	MA+60	PhD/ EdSp	PhD/ NBPTS
2	34,153	34,733	35,646	37,211	37,211	38,307	38,307	39,401	40,497	41,377	42,260	44,132
3	35,960	36,474	37,421	39,254	39,254	40,376	40,376	41,394	42,633	43,700	44,766	46,638
4	38,071	38,413	39,401	41,171	41,171	42,595	42,595	43,724	44,741	45,968	47,197	49,069
5	39,824	40,391	41,446	43,065	43,065	44,499	44,499	45,717	47,086	48,328	49,568	51,441
6	41,827	42,488	43,539	45,476	45,476	47,073	47,073	48,074	49,434	50,915	52,396	54,270
7	44,001	44,659	45,769	48,182	48,182	49,474	49,474	50,542	52,019	53,425	54,832	56,705
8	48,985	49,726	49,998	50,658	50,658	51,950	51,950	53,296	54,523	56,131	57,741	59,614
9	48,985	49,726	53,680	54,193	54,193	55,312	55,312	56,685	58,199	59,480	60,756	62,630
10	48,985	49,726	53,680	59,386	59,386	60,708	60,708	60,987	61,195	62,700	64,203	66,076
11	48,985	49,726	53,680	59,386	61,498	60,708	64,476	65,612	67,706	69,435	71,165	73,037
12	48,985	49,726	53,680	59,386	61,498	60,708	64,476	65,612	67,706	69,435	71,165	73,037
13	48,985	49,726	53,680	59,386	61,498	60,708	64,476	65,612	67,706	69,435	71,165	73,037
14	48,985	49,726	53,680	59,386	61,498	60,708	64,476	65,612	67,706	69,435	71,165	73,037
CI-15	50,056	50,797	54,752	60,457	62,570	61,779	65,548	66,685	68,778	70,507	72,237	74,108
16	50,056	50,797	54,752	60,457	62,570	61,779	65,548	66,685	68,778	70,507	72,237	74,108
17	50,056	50,797	54,752	60,457	62,570	61,779	65,548	66,685	68,778	70,507	72,237	74,108
18	50,056	50,797	54,752	60,457	62,570	61,779	65,548	66,685	68,778	70,507	72,237	74,108
19	50,056	50,797	54,752	60,457	62,570	61,779	65,548	66,685	68,778	70,507	72,237	74,108
CI-20	51,665	52,405	56,359	62,065	64,177	63,387	67,156	68,292	70,385	72,115	73,845	75,717
21	51,665	52,405	56,359	62,065	64,177	63,387	67,156	68,292	70,385	72,115	73,845	75,717
22	51,665	52,405	56,359	62,065	64,177	63,387	67,156	68,292	70,385	72,115	73,845	75,717
23	51,665	52,405	56,359	62,065	64,177	63,387	67,156	68,292	70,385	72,115	73,845	75,717
24	51,665	52,405	56,359	62,065	64,177	63,387	67,156	68,292	70,385	72,115	73,845	75,717
CI-25	53,272	54,012	57,967	63,674	65,785	68,763	68,763	69,900	71,993	73,722	75,452	77,324
26	53,272	54,012	57,967	63,674	65,785	68,763	68,763	69,900	71,993	73,722	75,452	77,324
27	53,272	54,012	57,967	63,674	65,785	68,763	68,763	69,900	71,993	73,722	75,452	77,324
28	53,272	54,012	57,967	63,674	65,785	68,763	68,763	69,900	71,993	73,722	75,452	77,324
29	53,272	54,012	57,967	63,674	65,785	68,763	68,763	69,900	71,993	73,722	75,452	77,324
CI-30	54,344	55,085	59,039	64,745	66,857	69,835	69,835	70,972	73,065	74,795	76,524	78,396

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 VII, Basic Salaries, Rates Of Pay, Other Assignment, Work, And Schedules).

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

SCHEDULE "C1" - SENIOR HIGH ATHLETICS

Effective July 1, 2006	**2006-07**
Athletic Director (for each: fall, winter, and spring)	3,751
Athletic Equipment Manager	4,928
Coaches:	
Tier 1: Coaching Activities Covered	
Basketball, Football, Hockey, Soccer, Swimming, Volleyball	
Rates: Head Coach	5,710
Assistant Junior Varsity and Sophomore Coaches (65% head coach)	3,725
9th Grade Coaches(55% head coach)	3,152
Additional Assistant Coach (45% head coach)	2,579
Tier 2: Coaching Activities Covered	
Baseball, Gymnastics, Softball, Track, Wrestling	
Rates: Head Coach	4,621
Assistant Junior Varsity and Sophomore Coaches (65% head coach)	3,004
9th Grade Coaches (55% head coach)	2,541
Tier 3: Coaching Activities Covered	
Badminton, Cross Country, Golf, Skiing, Tennis	
Rates: Coach	3,512
Tier 4: Coaching Activities Covered	
Adaptive Athletics (fall, winter, spring), Cheerleading (fall, winter), Dance Team (fall, winter), Special Olympics (city-wide)	
Rates: Coach	2,403

SCHEDULE "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:

	2007-08	**2008-09**
Middle School Athletic Directors, per year:	2,210	2,210
---per sport:	368	368
K-8 Athletic Directors, per year:	1,891	1,891
---per sport:	315	315
Middle School Coaches:	1,576	1,576
Middle School Coordinator:	1,851	1,869
Middle School Assistants Football Coaches:	1,051	1,051
K-8 Coaches:	1,156	1,156

SCHEDULE "C3" - EVENTS SUPPORTING PERSONNEL

Effective July 1, 2005

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	$25 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, 2007

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 $95
- Participation with students in full day events at $190

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 VII Basic Salaries, Rates Of Pay, Other Assignment, Work, And Schedules.

SCHEDULE "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

SCHEDULE "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

SCHEDULE "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

SCHEDULE "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, 2007

Important: Refer also to Reserve Teachers Article.

Reserve Cadre Teachers: **2007-08:** $150/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 $150.00 per day starting with 2007-08 school year.
- Cadre teachers shall have access to purchase the low-cost, employee-only coverage on a monthly basis. The District shall match the monthly payment of each Cadre teacher who elects to enroll in the plan within the first thirty (30) days up to maximum match of $1000 per year for each Cadre teacher.
- Access to teacher staff development opportunities after school, on release days and weekends shall be provided whenever possible to Cadre teachers.
- 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 VIII, Section C., 6.

Long-Call Reserve Teachers: **2007-09**: $2700/month

- The pay for the long-call reserve teachers shall be $2700 per month starting with the 2007-08 school year.
- 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:

	Effective July 1, 2005
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 VIII, Section B. Subd. 6.

SCHEDULE "F" - RESIDENT, DR. ED., AND MENTORS, LOCKER MGRS, SCH. PATROL

Effective July 1, 2001. Refer also to Article VII. Basic Salaries, Rates Of Pay, Other Assignment, Work, And Schedules.

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, OTHER HOURLY RATES, STIPENDS

Effective July 1, 2003

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 (½) 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 $85/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 (½) 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 (½) 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. [*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.]

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 VII, Section T; 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 VII, Section W. 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.

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 _____, 2008.

SECTION II. MEMORANDA OF AGREEMENT (MOAs)

SALARY SETTLEMENT FOR 2007-2009 CONTRACT

Year one (1):

- 2% increase on step-and-lane and ATPPS schedules
- Increase student activities and programs from $85 to $95 per ½ day or evening and from $175/day to $190/day (Schedule "D")
- Increase Homebound from $25/hour to $28/hour
- Increase Reserve Cadre from $130/day to $150/day
- Increase Long Calls to $2700/month
- Increase Retiree Reimbursement cap to $2,100,000 beginning Yr 1.
- Health Insurance: Continue fully paid single health insurance. Increase family health insurance contribution by $250 (from $2500 to $2750).
- Active teachers on step-and-lane and ATPPS will receive a lump-sum added to a regular paycheck by March 14th for back pay retroactive to July 1, 2007.

Year two (2):

- 1% increase on step-and-lane and ATPPS schedules, plus a one-time pro-rated lump sum of $750 to each teacher actively employed as of October 15th, 2008.
- Health Insurance: Continue fully paid single health insurance. Increase family health insurance by an additional $500.00 (from $2750 to $3250).

Retiree premium

Increase to $5,000 for the first two years of payments for June 2008 retirees who provide early notification and then after the two years, the amount would be $3,500. Other June 2008 retirees who do not notify early receive $3,500. Payments for June 2009 retirees will be $3,500.

ALTERNATIVE TEACHER PROFESSIONAL PAY SYSTEM (ATPPS) 2007-2008

The MFT and the District wish to establish an agreement for an Alternative Teacher Professional Pay System (hereinafter ATPPS) consistent with the requirements of Minnesota Statute 126C.10 as follows:

1. During the 2007-08 transition year, the MFT and the District agree to extend the existing ATPPS MOA.
2. During the 2008-09 transition year, the MFT and the District agree

    - No agreement for all teachers to move to ATPPS for 2008-09 at this time, but ATPPS office will continue to recruit, in good faith, the remaining 25% of teachers not participating in ATPPS;
    - Parties are free to negotiate new ATPPS MOA and Salary Schedule;
    - If no agreement reached all teachers will revert to traditional schedule as per "hold harmless" statute which guarantees no loss of financial gains earned on ATPPS.

ECFE RECOGNIZED AS A CITYWIDE PROGRAM & SATURDAY STAFFING PROCESS

ECFE RECOGNIZED AS A CITYWIDE PROGRAM [Signed 6/13/06]

1. ECFE teachers shall be considered as a part of one program. Within the ECFE program, teachers shall be assigned to site teams, to citywide team(s), or participate in an interview and select process for TOSA positions.

2. Assignment on teams is done using a Preference Process. Assignments for each school year are based on current assignment, with teachers being given an opportunity to submit a preference form indicating their choice of placement for the subsequent school year. The Program Manager will make the assignments based on teacher preference and program needs. If a teacher disagrees with an assignment, prior to the reassignment, she/he shall use the process for Transfer, Reassignment and Recall as outlined in Article XVI.

3. Vacancies are determined as a result of the Preference Process completion and any position(s) created after that process.

4. ECFE teachers shall have the right to participate in the transfer process according to the terms and conditions of the teacher contract. Teachers new to ECFE shall acquire assignments through the transfer process.

5. If vacancies occur after the transfer session(s) are complete and prior to the end of July, based on licensure requirements, positions are offered in seniority order to existing ECFE teachers. The vacancies created as a result of this process shall be filled by newly hired teachers.

ECFE SATURDAY STAFFING PROCESS

1. ECFE program offerings are determined through the Teacher Scheduling and Staffing Process.

2. Teachers complete the Preference sheets and indicate if they would voluntarily teach on Saturdays.

3. Teachers hired to fill Saturday classes in 2005-2006 and teachers hired after May 2006 are subject to a Tuesday through Saturday schedule. Any variation from this Tuesday – Saturday schedule is based on a mutual agreement between the teacher and program administrator.

4. If the preference sheet process does not yield enough teacher FTEs to cover Saturday offerings, the program administrator canvasses teachers city wide according to licensure and order of seniority for Saturday FTEs.

5. If FTEs are still required for Saturdays, the least senior teacher(s) will choose to:
    a. take a Saturday class position
    b. reduce FTEs
    c. be laid-off.

BONUS OF EARLY NOTIFICATION FOR RETIREES NOT ELIGIBLE FOR PREMIUM REIMBURSEMENT

WHEREAS, the Minneapolis Public Schools, Special School District No. 1, ("School District") and the Minneapolis Federation of Teachers ("Union") are parties to a Collective Bargaining Agreement ("Agreement") governing the terms and conditions of the teachers' employment with the School District; and,

WHEREAS, the School District and the Union have agreed that teachers who are not eligible for the retiree premium reimbursement and who submit their non-rescindable notice of retirement and who then retire at the end of the 2007-2008 school year; will submit their non-rescindable notification no later than 4:30 P.M. on Friday March 14, 2008; and,

NOW, THEREFORE, BE IT RESOLVED, the School District and Union agree as follows: Teachers, who provide early notification by 4:30 P.M. on Friday March 14, 2008 of the teacher's intent to retire at the end of the current school year and who are not eligible for the retiree premium reimbursement, will be eligible for a $1500 contribution to a Minnesota State Retirement System (MSRS) Post-Retirement Health Care Account. [Note: The notification date was extended to April 7th; also, this benefit is subject to IRS and state/federal laws].

TRANSFER AND REASSIGNMENT - INTERVIEW AND SELECT

1. For the 2007-08 school year, this agreement will give selected schools and programs listed below the ability to interview and select teachers from a list of interested candidates that include the five most senior applicants along with five other internal teachers who have signed up on-line and expressed an interest in vacancies at specific locations. This will affect staffing for the 2008-09 school year.

2. For the 2007-2008 school year, the remaining sites not listed below will use the current contractual bidding system. This will affect staffing for the 2008-2009 school year.

3. The remaining schools and programs in the district will move to the "interview and select" system during the 2008-09 school year, affecting staffing for the 2009-2010 school year.

Transfer and Reassignment Process: During the 2007-2009 school years, the MFT and the District agree to the following teacher placement, transfer and reassignment process:

Interview and Select Sites:

1. The following sites will be interview and select for the 2008-2009 school year:
   - High Schools
   - Montessori
   - Immersion
   - IB
   - Native and Heritage language literacy
   - Northside initiative and AYP III and IV
   - Fresh start schools
   - Additional sites contingent on 67% approval of all teachers at the site

   The remaining sites will use the current bidding system.

2. All sites will have interview and select for the 2009-2010 school year (staffing process occurring the spring of 2009).

Creation of Site pools: In order to create a pool of interested teachers by licensure area for each site, generic positions will be available on-line for each location. Teachers wishing to be considered for future vacancies that may occur at these sites will go on-line and sign up to express interest.

Internal canvassing for vacancy: Teachers at the site are canvassed for interest in reassignment to any vacancy at the site; principal may select a site teacher.

Site Interview Team Training.

1. Each site shall establish a pool of interviewers selected by the steward and principal.
2. Each site interview team shall include at least one administrator and two teachers from the pool and selected by the principal.
3. All site interview teams will be trained in the interview process. All interview team members (principals, APs and teachers) will be required to participate in the training process
4. If members are not able to participate in an in-person training, a module will be available on the HR web site for administrators and teachers.
5. HR will randomly monitor interviews to ensure process is being followed and give feedback on process. Union stewards may sit in on any interviews at their site.
6. HR in collaboration with MFT will provide assistance with interviewing skills, preparing resume and portfolio development.

Specific Site Postings.

1. Potential applicants will have an opportunity to visit and observe the educational environment prior to interviewing during non-student contact time.
2. District-wide postings include a school program description, specific job description including grade level, and/or site portfolio for potential applicants to access. Principals will retain the right to reassign teachers based on programmatic needs and enrollment changes.
   - HR e-mails teachers in site pools to respond if interested in vacancy.
   - Top five (5) senior applicants and five other internal applicants are interviewed.

- Site team reaches consensus to select finalist; principal makes final decision for hire if consensus is not reached.
- Selected candidate is subject to review and final approval from HR.

4. During this process, teachers may express an interest in as many positions as they are interested in. However, teachers may only accept one position per school year.

5. Once position is offered via e-mail, teacher must accept offer within twenty-four (24) hours and agree to remain in the position for at least one year.

Elimination of Realignment. **There will be no realignment of teachers.**

Layoff timeline

- In the event that probationary teachers need to be released due to the need for staff reduction, teachers will be released in conjunction with the budget tie out timeline/process.
- If tenured teachers need to be laid off due to a staffing reduction, tenured teachers will be laid off in seniority order in conjunction with the budget tie out timeline/process.

Excessed placement

1. Prior to excessed teacher interview/placement session, interview teams will have access to the excessed teacher list and can schedule interviews and make selection.
2. Excessed teachers will attend an interview and select session to fill remaining vacancies.
3. Once the site makes a selection, interviews will end for that vacancy.
4. After the excessed interviews are completed, teachers not selected will be placed in vacant positions by seniority as long as they meet the minimum qualifications – i.e. language fluency, Montessori certification, ACTFL certification, licensure
5. Teachers securing a position through the transfer process (including excessed placement process) will own the position. The only exception will be if the position filled belongs to a teacher on LOA. If teacher on leave does not return, the teacher in the position will own it.

Priority Recall: The following sites will have priority recall:

- Autism
- Montessori
- Immersion
- Native and Heritage language literacy
- Lucy Craft Laney and Nellie Stone Johnson

Layoff and Recall

1. If after excess placement, there are still teachers without an assignment, bumping and layoff will occur in order of seniority. Teachers in designated sites (listed on page one of this proposal) will be subject to immediate recall.
2. All rights of recall will terminate upon the earlier of failure to respond within five (5) days of postmark or 24 hours after being reached by phone

Quality Schools Collaborative (QSC): An advisory committee will be established consisting of representatives from MFT, District administrators, the BOE, and principals with the purpose of enhancing mutual understanding of, agreement to, and advancement of MPS strategic plan and academic agenda.

A first area of focus will be the teacher placement process. The QSC will

- Develop standards and continuously monitor agreed on processes for quality;
- Problem solve regarding barriers
- Study results
- Identify and propose additions and modifications to process.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2007-2009 contract agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

This Memorandum of Agreement expires on July 31, 2009.

122A.41 TEACHER TENURE ACT; CITIES OF THE FIRST CLASS; DEFINITIONS.

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. (a) 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 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 3. Evaluation by the peer review committee charged with evaluating probationary teachers under subdivision 3 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.

(b) A probationary teacher whose first three years of consecutive employment are interrupted for active military service and who promptly resumes teaching consistent with federal reemployment timelines for uniformed service personnel under United States Code, title 38, section 4312(e), is considered to have a consecutive teaching experience for purposes of paragraph (a).

(c) A probationary teacher must complete at least 60 days of teaching service each year during the probationary period. Days devoted to parent-teacher conferences, teachers' workshops, and other staff development opportunities and days on which a teacher is absent from school do not count as days of teaching service under this paragraph.

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. (a) 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. The terms and conditions of a teacher's employment contract, including salary and salary increases, must be based either on the length of the school year or an extended school calendar under section 120A.415.

(b) 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.

(c) A teacher electing to have an employment contract based on the extended school calendar under section 120A.415 must participate in staff development training under subdivision 4a and shall receive an increased base salary.

Subd. 4a. **Additional staff development and salary.** (a) A teacher electing to have a continuing contract based on the extended school calendar under section 120A.415 must participate in a total number of staff development days where the total number of such days equals the difference between the total number of days of student instruction and 240 days. Staff development includes peer mentoring, peer gathering, continuing education, professional development, or other training. A school board may schedule such days throughout the calendar year. Staff development programs provided during such days shall enable teachers to achieve the staff development outcomes under section 122A.60, subdivision 3.

(b) A public employer and the exclusive representative of the teachers must include terms in the collective bargaining agreement for all teachers who participate in additional staff development days under paragraph (a) that increase base salaries.

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. 5a. Probationary period for principals hired internally. A board and the exclusive representative of the school principals in the district may negotiate a plan for a probationary period of up to two school years for licensed teachers employed by the board who are subsequently employed by the board as a licensed school principal or assistant principal and an additional probationary period of up to two years for licensed assistant principals employed by the board who are subsequently employed by the board as a licensed school principal.

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 363A.13.

(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. Before the school board discharges or demotes a teacher, the board must notify the teacher in writing and state in reasonable detail its grounds for the proposed discharge or demotion, together with a statement that the teacher may request in writing within ten days after receiving the notice a hearing before the board. The board may have the notice served personally or may send it by certified mail addressed to the teacher at the teacher's last known post office address. The teacher, under subdivision 13, also may elect a hearing before an arbitrator instead of the school board. Within ten days after receiving the notice the teacher may request in writing a hearing before the board or an arbitrator and it shall be granted. The teacher must be given reasonable notice of the time and place of the hearing before final action is taken. A teacher who fails to request a hearing within ten days is considered to acquiesce in the board's action. 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 the board's action.

(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 13D.05, subdivision 3, paragraph (a), 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, unless a board and the exclusive representative of teachers in the district negotiate a plan providing otherwise.

(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

Subd. 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

Subd. 1. **Teachers defined.** As used in this section, the term "teachers" shall have the meaning given it in section 122A.15, subdivision 1. The term "teachers" also includes any teacher in the classifications included in the professional state residential instructional unit, under section 179A.10, subdivision 2, clause (16).

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 preceding 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. A school district may enter into an agreement with the exclusive bargaining representative of the teachers in the district where the district agrees, for an individual teacher, to pay all or a portion of the premium for such coverage. Any such agreement must include a sunset of eligibility to qualify for the payment.

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 before April 24, 1959, shall continue to be applicable in the same manner and to the same extent to employees of the special independent school district after April 24, 1959, except as otherwise provided in law.
(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.

SECTION IV. SCHOOL BOARD POLICIES

Available at: http://www.mpls.k12.mn.us/Policies.html (or, search for policies on MPS webpage)
Selected Personnel policies:

- Equal Employment Opportunity Policy 4000
- American with Disabilities Act in Employment 4001
- Sexual, Religious, Racial Harassment and Violence 4002
- Sexual, Religious, Racial Harassment and Violence - Internal Guidelines 4002A
- Family Medical Leave Act 4016
- Suspension of Employee Charged with a Criminal Violation 4027
- Worker Compensation 4030
- Accident Reporting 4030A
- Return to Work 4030B

NONDISCRIMINATION

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.

GLOSSARY OF ACRONYMS AND TERMS

—— A ——

ABE	Adult Basic Education
ACLD	Association for Children with Learning Disabilities
ACT	American College Testing Program
ADA	Americans with Disabilities Act
ADD	Attention Deficit Disorder
ADHD	Attention Deficit/Hyperactivity Disorder
AE	Associate Educators (MFT)
AECT	Association for Educational Communication & Technology
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
AYP	Adequate Yearly Progress

—— B ——

BEEF	Business Economics Education Foundation, now called BestPrep
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.
CLASS	Coordinated Learning for Academic & Social Success
CLUC	Central Labor Union Council
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.
DCD	Developmental Cognitive Disability
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
EEOC	Equal Employment Opportunity Commission
ELF	Enhanced Learning Focus
ELL	English Language Learners
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	Educ. Research & Dissemination (AFT)
ESEA	Elementary and Secondary Education Act (No Child Left Behind Law)
ESC	Educational Service Center (807)
ESL	English as a Second Language
ESP	Education Support Professional

—— F ——

FAS	Federation of Alternative Services/Schools
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
HIPPY	Home Instruction Program for Pre-School Youngster
HOTS	Higher Order Thinking Skills
HP	Holmes Partnership
HR	Human Resources
HRA	Health Retirement Account
HRS	Health Related Services
HSA	Health Service Assistant
HAS	Health Savings Account

—— I ——

IDDS	InterDistrict Downtown School
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	Instructional 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
MBOT	MN Board of Teaching
MCAs	Minnesota Comprehensive Assessments
MCAII	Minnesota Comprehensive Assessments-II
MCC	Minneapolis Community College
MCEA	MN Community Education Assoc.
MCGFASDA	Multicultural, Gender Fair, Age, Sex, Disability Aware
MCTC	Minnesota Community & Technical College
MDHR	Minnesota Dept of Human Rights
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 (now called Doorways)
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
MSRS	Minnesota State Retirement System
MVA	MN Vocational Association

—— N ——

NALT	Northwest Achievement Levels Tests
NBC	National Board Certification
NBI	National Benefits Inc.
NBPTS	National Board for Professional Teaching Standards
NCAA	North Central Accreditation Association
NCATE	National Council for Accreditation of Teacher Education
NCLB	No Child Left Behind
NEA	National Education Association
NELC	Neighborhood Early Learning Centers
NFB	National Federation of the Blind
NLL	Native Language Literacy
NMSQT	National Merit Scholarship Qualifying Test
NRP	Neighborhood Revitalization Program
NSDC	National Staff Development Council
NYLC	National Youth Leadership Council

—— O ——

OCR	Office of Civil Rights
OJT	On-the-Job Training
OLSAT	Otis-Lennon School Abilities Test
OT	Occupational Therapist

—— P ——

P-12	Preschool through grade 12
PACE	Pregnant Adolescent Continuing Ed.
PACER	Parent Advocacy Coalition for Ed. Rights
PAR	Professional Assistance and Review
PALS	Program for Academic & Language Skills
PASS	Policy & Strategic Services
PATHWISE	A tool to assess essential teaching skills.
PICIC	Phillips Community Initiatives for Children
PDC	Professional Development Center
PDD	Pervasive Developmental Disorder
PDP	Professional Development Process
PE	Physical Education
PESK	Physical Education Skills for Kindergarten
PELRA	Public Employment Labor Relations Act
PER	Planning, Evaluation & Reporting Com.
PERA	Public Employees' Retirement Assoc.
PIC	Prescriptive Instruction Center
PICA	Parents In Community Action
PIN	Personal Identification Number
P.L.	Public Law (e.g. P.L. 94-142)
PLT	Professional Leadership Team (5 With 5)
POHI	Physically & Other Health Impaired
POSA	Principal on Special Assignment
PPST	Pre-Professional Skills Tests
PRAXIS	Professional Assessments for Beginning Teachers
PSAT	Preliminary Scholastic Aptitude Test
PSP	Professional Support Process
PSS	Preschool Screening Program
PT	Physical Therapist
PTSA	Parent Teacher Student Association

—— Q ——

QIP	Quality Improvement Process
QPA	Quality Performance Award
QPI	Quality Performance Indicators
—— R ——	
R-Factor	Relationship Factor Course (MFT)
REA	Research, Evaluation & Assessment
—— S ——	
SAT	Stanford Achievement Test / Scholastic Aptitude Test
SCH	State Council for the Handicapped
SCSU	St. Cloud State University
SDAC	Staff Development Advisory Committee
SDE	State Department of Education
SEAC	Special Education Advisory Board
SEIU	Service Employees International Union
SERT	Special Education Resource Teacher
SES	Supplemental Education Services
SHAPE	South Hennepin Adult Program in Ed.
SIMS	Systematic Instructional Management Strategies
SIF	School Improvement Feedback
SIP	School Improvement Plan
SIR	School Information Report
SLBP	Special Learning & Behavior Problems
SLC	Small Learning Community
SLD	Special Learning Disability
SNAP	Student Needing Alternative Program (Waiver)
SPAN	Special Program for Adolescent Needs
SPC	School Performance Continuum
SPEN	Special Program for Elementary Needs
SSD#1	Special School District #1 (MPS)
SSF	Support Service Facilitator
SST	Student Support Team
SSW	School Social Worker
SWOSA	Social Worker on Special Assignment
—— T ——	
TBI	Traumatic Brain Injury
TDA	Tax Deferred Annuity
TFCU	Teacher Federal Credit Union
TMH	Trainable Mentally Handicapped
TIES	Technology & Information Educational Services
TOSA	Teacher on Special Assignment
TRA	Teachers Retirement Association
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
VEBA	Voluntary Employees' Beneficiary Association (medical trust contract)
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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