

83042/  
Prev: 6-87  
3,000 ees

①

DEC 3 1987

---

# THE MINNEAPOLIS PUBLIC SCHOOLS

---



**CONTRACT AGREEMENTS,  
POLICIES & REGULATIONS**

**July 1, 1987 — June 30, 1989**



---

**MINNEAPOLIS FEDERATION  
OF TEACHERS, LOCAL 59**  
MFT, AFT, AFL-CIO

---

6/89

## **MINNEAPOLIS PUBLIC SCHOOLS**

Special School District No. 1  
Minneapolis, Minnesota 55413  
An Equal Opportunity School District

### **MINNEAPOLIS BOARD OF EDUCATION**

Judith L. Farmer, Chairperson  
Joy M. Davis  
W. Harry Davis  
Kathy Mackdanz  
Pat Scott  
David Tilsen  
Willis Harris

# 146  
60231R

### **SUPERINTENDENT OF SCHOOLS**

Richard Green

### **BOARD'S COMMITTEE**

John O'Donnell, Chairperson  
Joy Davis  
Judith Farmer  
Mae Gaskins  
Richard Julander  
Donald Lapp  
Daniel Loewenson  
Mack R. Sirosis  
Doris Zachary

### **MINNEAPOLIS FEDERATION OF TEACHERS AFT, AFL-CIO**

#### **EXCLUSIVE REPRESENTATIVE OF TEACHERS**

Norman A. Moen, Negotiator  
Louise Sundin, President  
Janice Berg  
Kay Bonczek  
Christine Howieson  
James Luadtke  
Mardella Milton  
Walter Olsen  
Nancy Ostmoe  
Corinne Robinson  
Richard Rumppe  
Chris Skjervold

# PREAMBLE

The Board of Education of Special School District No. 1 recognizes that the paramount goal of the school district is to provide maximum educational opportunities for all students and that good faculty morale is a vital ingredient in the educational process.

It is recognized that:

- the Board of Education under law is vested with the responsibilities for establishing policies of the district;
- the Superintendent and his/her staff have the responsibility of administering policies established by the Board of Education; and,
- the professional teaching personnel have responsibilities for implementing the total instructional program.

The Board believes that these responsibilities can be more effectively and efficiently discharged by close cooperation and discussion between the Board and the teaching staff.

179.61 *PUBLIC POLICY*. It is the public policy of this state and the purpose of this act to promote orderly and constructive relationships between all public employers and their employees, subject however, to the paramount right of the citizens of this state to keep inviolate the guarantees for their health, education, safety and welfare.

The relationships between the public, the public employees, and their employer governing bodies imply degrees of responsibility to the people served, need of cooperation and employment protection which are different from employment in the private sector. So also the essentiality and public desire for some public services tend to create imbalances in relative bargaining power or the resolution with which either party to a disagreement presses its position, so that unique approaches to negotiations and resolutions of disputes between public employees and employers are necessary.

Unresolved disputes between the public employer and its employees are injurious to the public as well as to the parties; adequate means must therefore be established for minimizing them and providing for their resolution. Within the foregoing limitations and considerations the legislature has determined that overall policy may best be accomplished by:

1. granting to public employees certain rights to organize and choose freely their representatives;
2. requiring public employers to meet and negotiate with public employees in an appropriate bargaining unit and providing for written agreements evidencing the result of such bargaining; and
3. establishing special rights, responsibilities, procedures and limitations regarding public employment relationships which will provide for the protection of the rights of the public employee, the public employer and the public at large.

## SECTION I

### AGREEMENT

### RELATIVE TO TERMS

And

### CONDITIONS OF EMPLOYMENT

---

The agreements recorded in this section are those "terms and conditions of employment" which were arrived at pursuant to the Public Employment Labor Relations Act of 1971, as amended.

---

# 144  
60231

## ARTICLE I

### DEFINITION OF AGREEMENT

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

## ARTICLE II

### EXCLUSIVE REPRESENTATIVE

**Section A. Recognition.** In accordance with the PELRA, the Board of Education recognizes the Minneapolis Federation of Teachers, Local 59, as the exclusive representative of teachers employed by the Board of Education, Special School District No. 1, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this Agreement.

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

**Section C. 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.

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

**Section E. Union Business Leave:** An annual allotment of fifty (50) person days shall be established for the exclusive allocation of the Union. Individuals certified by the Union to use this time off shall be released without loss of pay. The cost of reserve teacher service for these individuals shall be borne by the Union and shall be paid as used and billed by the Finance Department.

## ARTICLE III

### DEFINITIONS

**Section A. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefor, 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.

**Section B. Teacher:** The term "teacher" shall mean all professional employees of Special School District No. 1 who are required to be and are licensed by the State Board of Education, who are employed more than fourteen (14) hours per week and more than 100 work days per year; including nurses, all teachers on leave of absence and all other employees as defined by M.S. 179.63, Subd. 7 and excluding all confidential and supervisory employees who are paid on administrative schedules and all other employees.

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

## ARTICLE IV

### BOARD OF EDUCATION RIGHTS

**Section A. 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.

**Section B. 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 not inconsistent with the terms of this Agreement. The Board of Education, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section C. Physical Examination:**

**Subd. 1. At Request of Superintendent:** The Superintendent of Schools may request a physical or psychiatric examination of any employee. Whenever an examination is required, the request shall be accompanied by a written statement with valid reasons for the request. The employee may select the physician who shall furnish a report of the examination to the school physician at the Board of Education's expense. If the examination and the record show that the employee is not in proper condition to perform his or her duties, he/she may be obligated to take a leave of absence until he/she can furnish satisfactory evidence of his/her fitness to return to work. If the first examination is not conclusive, the superintendent may require a second examination by a physician for school personnel. An employee shall be reimbursed by the Board of Education for the second examination. The examinations shall be conducted by a qualified physician who shall be in good standing in the county medical society.

**Subd. 2 Failure to Take Examination:** If the employee fails to take the examination within 15 days after the request of the Superintendent of Schools, he or she shall be excluded from his/her position until he or she submits to the examination and furnishes evidence of fitness to resume his/her duties. Necessary leave of absence shall be with pay only so long as the employee is entitled to sick leave under Board of Education policies. This provision shall not jeopardize the employee's rights under the tenure law.

#### **Section D. 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 V

### TEACHER RIGHTS

**Section A. Right To Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or representative of a teacher to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

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

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

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

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

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

6023/12

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

Payroll deductions are allowable for Teacher Federation Credit Union and other employee credit unions, tax sheltered annuity programs, United States Savings Bonds, the United Way, health insurance premiums, dependent dental insurance charges, P.A.T., supplemental life insurance premiums and the salary reduction benefits and other deductions by mutual agreement of the Board of Education and the Minneapolis Federation of Teachers.

**Section F. Mandated Fees:** The Board of Education shall bear the expense of the mandated membership affiliation fees for trade teachers who teach in HUD House programs.

In the event a teacher is employed in a trade requiring the same membership affiliation during non-assigned teaching time, the Board of Education requirement to pay the fee shall be waived or shall be refunded by the teacher if already paid.

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

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

**Section H. Shared Positions:** A committee with equal representation shall develop recommendations regarding job sharing. Four members of the committee shall be appointed by the Superintendent of Schools and four members of the committee appointed by the President of the Minneapolis Federation of Teachers. The committee shall be jointly chaired.

The appointments shall be made by October 1, 1987. The recommendations shall be made to the Superintendent of Schools and to the President of the Federation no later than February 1, 1988. The goal is to prepare guidelines for staffing for school year 1988-89.

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

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

## ARTICLE VI

### BASIC SCHEDULES AND RATES OF PAY

**Section A. Salary Schedule:** The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in Schedule A, page 31, and shall be a part of this Agreement for the period July 1, 1987, through June 30, 1988, and Schedule B, page 33, and shall be part of this Agreement for the period July 1, 1988, through June 30, 1989.

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

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

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

*Subd. 1. Lane Placement And Reclassification:* Request for reclassification may be made at any time the teacher completes the required work. A certified transcript from an accredited training institution showing credits earned and credit hours completed and degree granted, if any, must be submitted to the Human Resources department for evaluation. Any increase in salary to which the individual is entitled by reason of reclassification will be made effective at the beginning of the payroll period following submission of all required documents. However, retroactive salary adjustments shall not exceed forty-five (45) days.

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

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

*Subd. 2. Prior Experience:* Credit on the salary schedule up to a maximum of seven (7) years shall be granted for teaching experience outside of the Minneapolis Public Schools.

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. One complete semester of teaching in any one academic year in one accredited school system equals one full year of experience.
2. 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 one semester.

Experience earned before the ten year period prior to employment shall be credited at the rate of one year of credit for each two full years of teaching experience. Teaching experience of less than a year shall be disregarded. A half year of computed credit shall be treated as a full year. To be given consideration for experience credit a teacher must have been eligible for a regular teacher's license under Minnesota regulations in force at that time.

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

*Subd. 3. Allowance for Experience:* Credit shall be allowed for teaching experience which has been acquired after the applicant has been fully qualified as a teacher and has completed a minimum of two years of teacher training. Teaching experience in the Peace Corps shall be given credit at the same rate as other teaching experience. Applicants for vocational teaching may meet this requirement by substitution of equivalents. The amount of credit given for experience will be included in the established salary schedule. No more than one year experience can be credited for any twelve month period of employment.

*Subd. 4. Credit for Trade Experience for Teachers of Vocational Subjects:* Trade, business, or professional experience shall be evaluated according to the following provisions: a teacher of vocational subjects with a high school diploma or the equivalent who has a George Barden or a Smith-Hughes certificate and five years of acceptable trade experience at the journeyman level, or its equivalent, in the field in which he/she 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 shall be classified as "Class II - Vocational" and shall be placed on the salary schedule for Class I schedule.

# 194  
6023/13

Teachers who have had, or could have had, credit for trade, business, or professional experience correctly computed under credit for trade experience provisions in effect prior to July 1, 1981, shall not have such credit recomputed.

Advanced trade experience which is not used to satisfy the training requirement shall be credited as teaching experience. Each year of experience as a foreman or leadman 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 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 provided that such experience has been acquired after the individual was fully qualified for the position to which he/she is to be appointed.

Vocationally licensed teachers without a BA degree who hold five-year licenses, placed on the BA + 30 lane, shall be permitted to advance across the salary schedule to the BA + 45 lane and to the BA + 60 lane, provided they complete the additional fifteen (15) quarter credits pertaining to their field or to their instructional skills for each lane as required by the salary schedule.

Vocationally licensed teachers with a BA degree placed on the BA + 45 lane can move to the BA + 60 lane with an additional fifteen (15) quarter credits pertaining to their field or to their instructional skills. They cannot move beyond the BA + 60 lane until they have earned an MA degree.

*Subd. 5. Credit for Military Experience:* Military service shall be credited in lieu of teaching experience if the teacher completed his/her teacher training and met the Minneapolis 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. 6. Credit for Nursery School Experience:* Teaching experience in a nursery school which is a regular part of a public school system generally will be given full credit. Other types of nursery school experience will be credited according to the value which such experience is judged to have for public school teaching.

*Subd. 7. Credit for Experience Granted to School Social Workers:* 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, subject to an evaluation of this experience by recommendation of previous employers. Experience in other agencies may be considered as credit for experience. The training the individual had at the time of experience, the type of supervision that was given on the job, and the rating of the agency, as well as a description of the services performed by the person while employed by this agency, will be evaluated.

*Subd. 8. Annual Increments:* The present salary schedule provides for annual increments after approval by the Board of Education. In order to qualify for a full increment, an individual shall have been on the school payroll for not less than one semester, or 110 days in a school year. However, no more than one increment can be earned in any one school year.

4  
146  
60231-4

### Section E. Additional Employment:

*Subd. 1. Remuneration For:* 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.

For those positions that are currently established, remuneration for additional employment shall be on the same basis as that prior to the beginning of the 1972-73 school year.

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

- a. Faculty meetings, work on professional committees, Parent-Teacher Association 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 such as Hi-Y and Y-Teen.

Teachers with extra-class 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 which 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.

## ARTICLE VII

### OTHER SALARY SCHEDULES

**Section A. Extracurricular Schedule:** The salary schedule for reserve teachers, flat rate employment, extracurricular pay, teachers in charge of community centers and radio-T.V. teachers are reflected in schedule "C", pages 34-37, and shall be a part of this Agreement.

## ARTICLE VIII

### SALARY GUIDES

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

**Section B. Salary Administration:** The Board of Education recognizes the necessity of an orderly procedure in salary administration. In keeping with the intent of this policy, the Superintendent of Schools delegates this responsibility to the Human Resources and Business Departments. Teacher personnel whose service assignment is 38 weeks (190 days) are paid nineteen (19) biweekly checks during the school year. Bi-weekly checks shall be issued, to date, for each ten (10) days worked including holidays. Dates of payment for service assignments extending beyond 38 weeks are scheduled to correspond with the reports of service performed. Such payments will normally coincide with the biweekly payment cycle. The paychecks of all teachers delivered to the schools and all other sites shall be delivered in sealed envelopes.

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

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

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

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

For purposes of this Article only, a teacher who successfully completes a training program in a school accredited by the American Montessori Society shall receive one quarter credit for each thirteen classroom contact hours of instruction received.

**Section G. 20th Year of Service and 25th Year of Service:** Credit on the salary schedule for the 20th year of service shall be granted for 20 years of service in the Minneapolis Public Schools. To be eligible for such credit, a teacher must be in her/his 20th year of service or beyond. Credit on the salary schedule for the 25th year of service shall also be granted for 25 years of service in the Minneapolis Public Schools. To be eligible for such credit, a teacher must be in her/his 25th year of service or beyond.

## ARTICLE IX

### INSURANCE PLAN, TEACHER TELEPHONES AND MILEAGE

#### Section A. Hospital, Surgical, Major Medical and Life Insurance Program:

*Subd. 1. Group Health and Hospitalization Plans:* For all teachers employed under regular contract in the school district who qualify for and are enrolled in the school district's group health and hospitalization plans, the Board of Education shall pay the full cost of single coverage.

\$300.00 will be credited to each teacher employed under regular contract in the school district. The amount may be applied toward: 1) paying the premium for family coverage for those enrolled in a school district group health and hospitalization plan; or, 2) to the teacher's IHRP as defined in Article IX, Section F, but effective January 1, 1988. Prior to January 1, 1988, IHRP credits will be held in escrow by the school district.

*Subd. 2.*

- a. *Life Insurance:* For all teachers employed under regular contract in the school district, the Board of Education will purchase basic life insurance coverage in the amount of \$20,000 including AD & D coverage in 1985-86 and \$25,000 in 1986-87.
- b. *Supplemental Life:* Teachers who wish to purchase supplemental life insurance in \$10,000 increments at the pooled rate may do so at their own cost. Such additional coverage may be on payroll deduction. This provision is subject to the terms and restrictions imposed by the underwriter.

*Subd. 3. Enrollment from Leaves of Absence:* Subd. 1 & 2 shall apply to all teachers including those returning from leaves of absence. Teachers returning from leave of absence who wish to reinstate their insurance plan(s) must notify the District of their choice of district plans or change of coverage no fewer than 31 calendar days prior to their return.

*Subd. 4. Married Couple Premiums:* For married teachers who are both employed by the Board of Education, one spouse shall be designated by the couple to receive family coverage and the single premium of the other spouse shall be applied toward the family premium of the spouse receiving the family coverage.

*Subd. 5. Salary Reduction Benefits (Effective January 1, 1986)*

- a. Payroll deductions for a health insurance plan may be paid from a teacher's earnings on which there will be no federal income tax withholding. Reports of earnings to MTRFA and pension deductions will be based on gross earnings.
- b. 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 29 of the Internal Revenue Code as amended from time to time) to allow the teacher to work. Any unused balance shall not be refunded.

#146

6033/15R

**Section B. Long-Term Disability:** The Board of Education shall provide for teachers employed under regular contract, a long-term disability program with a waiting period of 90 consecutive working days before eligibility and benefits of 60% of an employee's basic annual salary up to a maximum of \$20,000 annual benefits.

In the case of teachers receiving long-term disability benefits, the Board of Education shall continue its share of health and life insurance premium costs to a maximum of two (2) years from the effective date beginning long-term disability benefits.

Long-term disability benefits are provided when the conditions of the District's contract with the long-term disability provider are met by the applicant for long-term disability. MTRFA retirement and social security disability benefits may be coordinated with this long-term disability plan.

**Section C. Dental Insurance Plan:** The Board of Education agrees to provide a program of dental insurance to employees. Participation by all teachers employed twenty (20) hours per week or more during the regular school year shall be mandatory.

The Board of Education agrees to provide a program of dental insurance for dependents of teachers, as defined by the insurance carrier, who are employed twenty (20) hours per week or more during the regular school year through a dental insurance carrier selected by the Board of Education. Participation in dependent coverage shall be optional by the teacher and the entire premium cost of family coverage shall be paid by the teacher through appropriate payroll deductions.

**Section D. Retiree Health Insurance:**

The provisions of Section G of the 1983-85 and 1985-87 contracts are terminated.

**Section E. Retiree Health Insurance:**

**Subd. 1** — A Post Retirement Medical Trust Fund shall be established on behalf of those who retired under the provisions of the 1983-85 contract and subsequently. This fund shall be administered by a manager selected by and under the direction of an advisory board composed of an equal number of teachers appointed by the President of the Minneapolis Federation of Teachers and representatives of school district administration.

The Post Retirement Medical Trust Fund shall be maintained by a contribution made in the amount of \$50.00 for school year 1987-88 and \$50.00 for school year 1988-89 for each full-time contract teacher employed as shown in the official count of staff. Under no circumstance will the liability of the Board of Education exceed the amount resulting from this formula. The balance from the 1986-87 fund shall be rolled over to the jointly managed trust fund.

**Subd. 2** — Effective September 1, 1988, a group health insurance plan(s) selected by the Joint Labor/Management Committee on Fringe Benefits will be made available to retirees defined in Subd. 1.

A \$600.00 annual payment shall be made from the Post Retirement Medical Trust Fund on behalf of each retiree defined in Subd. 1, directly to the retiree's health insurance provider. The balance of the premium cost will be borne by the retiree.

At the option of the retiree, the \$600.00 annual payment from the Post Retirement Medical Trust Fund may be used to pay premium for the retiree under the state and federal coverage continuation requirements (COBRA).

**Section F. Post-Retirement Health Insurance Savings Plan:** Effective January 1, 1988 for the calendar year 1988 and again in 1989, a teacher may, by payroll deduction, purchase an Individual Health Retirement Plan (IHRP) that qualifies for the benefits afforded under Section 403(b) or 403(b) (7) of the Federal Internal Revenue Code. Enrollment for the IHRP will be during the regular TSA open enrollment period beginning October 1, 1987.

In addition to the payroll deduction, effective January 1, 1989 the school district shall contribute an amount not to exceed a) 100% of the first \$600.00 contributed by the teacher through payroll deduction excluding the amount, if any, from Article IX, Section A, Subd. 1; or, b) \$868,400 divided by the number of participating teachers, whichever is less.

The intent of the Individual Health Retirement Plan is to provide a long-term, tax-deferred savings program for post-retirement health care. The teacher shall own the individual account and shall have rights thereunder that shall be non-forfeitable.

Participation by any teacher in the plan shall be entirely voluntary and may be in addition to the payroll deduction for tax sheltered annuity programs permitted in Article V, Section E, provided that the total annual contributions to both plans do not constitute an "excess contribution" as defined in the Internal Revenue Code. Determination of the maximum allowable annual contribution is solely the responsibility of the teacher.

Teacher and the school district contributions may be used only to purchase the Individual Health Retirement Plan from among those selected by the manager and the advisory board described in the preceding paragraphs. This plan will have a limited number of investment options.

**Section G. Automobile Liability Insurance:** Transporting of pupils in a teacher's personal automobile shall be covered for non-owner liability insurance by the Board of Education. The teacher's individual insurance provides the primary coverage. The Board of Education provides secondary coverage.

When the transporting of students is done on a scheduled or regular basis, the teacher must register the program with the Finance Department to assure proper coverage.

For intermittent transporting of pupils, proper coverage is in effect without registering with the Finance Department.

If social workers furnish proof of at least \$300,000 automobile liability coverage, these individuals are entitled to be compensated \$50 per year for purposes of deferring the insurance premium costs.

**Section H. Teacher Telephones:** A telephone (private line) shall be installed in each school building on the basis of need for the use of teachers and in locations convenient to teachers. A telephone so installed shall be disconnected during the summer months in those schools not in session.

Teacher shall reimburse the school for chargeable personal calls.

**Section I. Mileage:** The mileage rate for use of personal automobiles for approved school business shall be the prevailing Internal Revenue Service Rate.

# 144  
6023/16

## ARTICLE X LEAVES OF ABSENCE

**Section A. General:** A leave of absence for a period not to exceed one school year may be granted to licensed personnel on tenure for illness in the family, study, travel, or other reasons deemed adequate by the Superintendent of Schools. Extension of any such leaves will not be granted unless the Superintendent of Schools so directs. No leave shall be extended beyond three years, except for leaves under Sections M and Q, long-term disability, and teacher mobility pursuant to M.S. 125.60. Teachers released to teach in dependent schools may be granted a leave of absence for two years. However, an increment on the salary schedule will not be allowed for the second year of leave.

### PAID LEAVES OF ABSENCE

#### Section B. Sick Leave:

**Subd. 1. 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:

a. New Employees

Teachers new to the system shall be granted a credit of twelve (12) days of sick leave allowance commencing 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 regular school year. In the event all twelve (12) days are used during the first year of employment — eight (8) incidental sick leave days will be credited for the second year.

b. Cumulative Sick Leave

The normal cumulative sick leave allowance each year shall be ten (10) days for employees on 38 through 42 week assignments. Teachers on 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.

Individual notice of total cumulative sick leave days shall be given by the Human Resources department at least once a year.

c. Extended Assignments

Teachers may use accumulated sick leave for absences due to illness during their extended work year as defined in this contract.

d. Family Illness

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 G of this Article.

e. Unearned Sick Leave

Teachers terminating employment with the Minneapolis Public Schools shall be required to reimburse the school system for sick leave days taken but not earned.

**Subd. 2. Reserve Teachers Sick Leave Allowance:** Reserve teachers on long call assignment will be permitted one (1) day of sick leave for each school month of twenty (20) days, or major fraction thereof, served during the school year. Sick leave may be accumulated to a maximum of sixty (60) days. A break in employment of fifty-nine (59) consecutive days not worked, not including scheduled recess or vacation periods when students are not in session, shall result in loss of accumulated sick leave days.

### Section C. Sick Leave Pool

#### Subd. 1 Membership:

- a. Teachers of the Minneapolis Public Schools, as defined in the Agreement, are eligible to be members of the Sick Leave Pool.
- b. In order to become members, individuals must donate one (1) day and no more than one day, the first year to the pool, in order to establish a maximum of 2,000 days in the sick leave pool. Should the number of days in the pool at the end of the school year be less than 2,000 each member shall donate one (1) day and no more than one day the following school year. A request to withdraw from membership in the pool must be in writing to the Committee prior to ten (10) working days after the first duty day for all teachers.
- c. All days donated to the sick leave pool shall be irretrievable by the donor.
- d. Any teacher shall be eligible to join the pool within thirty (30) days after beginning employment or within thirty (30) days of the beginning of any succeeding school year. Each new member shall contribute one (1) day of current sick leave to the pool at the time of joining. Upon joining that teacher shall donate a number of days equal to the number of days he/she would have donated had he/she been a member of the pool from the time he/she was first eligible.
- e. Teachers who become members of the 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.

#### Subd. 2. Administration:

- a. The sick leave pool shall be administered by a five (5) person committee, four (4) to be appointed by the exclusive representative of teachers and one (1) non-voting member of the Human Resources department to be appointed by the Superintendent of Schools.
- b. The Committee shall present an accounting of the pool's operation to the faculty, School Board and the administration at the beginning of each school year.
- c. The Committee shall make final determination in all cases of dispute and/or discrepancy and these determinations shall not be subject to the grievance procedure.

#### Subd. 3. Operation:

- a. A member is not eligible to use accumulated pool days until five (5) consecutive working days after the depletion of his/her individual accumulated sick leave in each instance.
- b. Sick leave pool days shall be used only for personal illness of teachers.
- c. Application, in writing, must be accompanied by verification by a teacher's physician that the applicant is/was unable to work.
- d. Benefits from the sick leave pool shall end upon a member's qualification for benefits from either the Long-Term Disability insurance plan or the Minneapolis Teachers Retirement Fund Association plan.
- e. Sick leave days from the pool may be drawn for only those weeks of the school year that the member's teaching contract is in force.
- f. Members on leaves of absence and sabbaticals are not eligible for benefits from the pool.

# 14  
603

**Section D. Personal Leave:** Two non-cumulative personal leave days, deducted from sick leave, shall be granted each year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other leave provisions. Such days shall be granted according to the following guidelines:

**Subd. 1. Guidelines For Granting Personal Leave:**

- a. A satisfactory explanation and prior approval by the superintendent shall be necessary if the personal leave day requested falls on a Monday or Friday or on a day immediately preceding or following a school holiday and/or recess period.
- b. Personal leave days taken at other times shall require no explanation. The teacher shall, however, state in writing that the leave is to be taken for important personal business, not of a recreational nature, that cannot be conducted on a non-duty day.
- c. In emergency situations, written requests for personal leave may be submitted after the fact. It is understood that the teacher will assume the responsibility in such an emergency of notifying the building principal at the earliest possible time of the absence.
- d. Personal leave will only be authorized in those incidents involving special obligations or emergencies which are impossible to schedule on non-duty days and cannot be performed by someone else or which are not authorized under other leave provisions.
- e. Teachers may use two days leave per school year for religious observances. Teachers who use such days for observance of religious holidays shall not have such days deducted from personal leave, but such days shall be deducted from sick leave.
- f. Examples of situations which will not receive approval for personal leave with pay:
  - Personal recreation activities;
  - Convention attendance with spouse;
  - Social activities;
  - Interview and examinations for other positions outside of the system.
- g. Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the school district or in activities which disrupt the normal activities of any school.

**Subd. 2. Requests:** Requests for personal leave shall be initiated on Form 077, Personal Leave Request Form, and submitted through the immediate supervisor or administrator to the Director of Human Resources at least ten (10) days prior to the anticipated date. The supervisor or administrator should take whatever action is necessary to satisfy himself/herself that the requests are consistent with the guidelines established.

# 144

6023/1818

**Section E. Leaves for School Purposes:** The Superintendent of Schools is authorized to grant a leave of absence without loss of pay to licensed employees to allow them to observe methods of teaching, attend professional meetings, or for other school purposes. Requests for such leaves should be made in writing to the appropriate superintendent.

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

**Section G. Critical Illness or Death in Family:** Teachers, including those assigned as long call reserves, may be granted a leave of absence for up to four (4) days in the event of the critical illness or death of the teacher's mother, father, sister, brother, spouse, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother or father-in-law, son-in-law, daughter-in-law, anyone who has the position of parent or child, or any person who has been a member of the teacher's household for five years or more immediately prior to the critical illness or death. Critical illness is defined as an illness where death is impending, but recovery is possible. Such leaves shall be with pay and shall not be deducted from the teacher's sick leave. The District reserves the right to require proof of critical illness or death.

**Section H. Legal Commitments and Transactions:**

**Subd. 1. Jury Service:** A teacher who is called to jury service shall be granted leave with pay while serving provided the teacher pays to the Board of Education 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.

**Subd. 2. 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 Board of Education is a party in litigation, the teacher shall be entitled to pay while attending as a witness at the request of the Board of Education.

**Subd. 3. 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 "two non-cumulative personal leave days deducted from sick leave" if they have not previously been used.

**Subd. 4. Indictment:** Any employee of the Board of Education 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.

**Section I. Child Care Leave:**

**Subd. 1. Purpose and Procedures:** A leave of absence shall be granted to a teacher for the purpose of providing full-time care for her/his new-born or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

**Subd. 2. Effective Dates of Leave:** The dates of commencement and termination of child care leave shall be at the discretion of the teacher in consultation with her/his physician, if appropriate. The teacher is encouraged to meet with the building principal in considering the particular educational need of the students in her/his classroom in selecting an effective date for beginning and/or return from such leave.

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

**Subd. 3. Interruption of Leave:** Upon five (5) duty days notice of intent to return to duty, a teacher may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

**Subd. 4. Use of Sick Leave and Return to Duty:** A teacher may use her sick leave for the duty days included in the twenty-two (22) days prior to the birth of her child. Sick leave may also be used for any duty days lost due to medical complications arising from the pregnancy of the teacher. A statement from the teacher's personal physician must be submitted to the school physician concerning the medical complications.

The teacher shall return to the same position if the position is still in existence. If the position is closed, the teacher shall be reassigned in accordance with Article XVII of this Agreement. If no position is available for which the teacher is licensed, the teacher shall be placed on itinerant status until a position is available. Failure to accept assignment in accordance with this section shall be considered grounds for discharge under M.S. 125.17.

In the case of adoption, a teacher may use her/his sick leave for the duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22) days. Such use of duty days within twenty-two (22) days need not be used consecutively.

In addition, a teacher may use her/his sick leave for the duty days included in the twenty-two (22) days following the birth or the arrival of the adoptive child.

**Subd. 5. Probationary Teachers:** For probationary teachers, the probationary period shall be extended by a period of time equal to the total number of duty days on leave. A teacher who has been approved for tenure by the Minneapolis Board of Education will be considered as having completed the probationary period. A teacher who has been officially notified that his/her contract will not be renewed is no longer eligible for child care leave benefits. A request for child care leave shall not be used as a basis for non-renewal of contract.

#144

6023/1/78

**Section J. Sabbatical Leave:**

*Subd. 1. Eligibility:* A sabbatical leave of absence for one (1) year may be granted to members of the professional staff for the purpose of study after seven (7) consecutive years of service. This leave is granted in order that a member may maintain and/or improve the quality of instruction or for professional advancement. No leave shall be granted for less than six (6) weeks. A sabbatical leave granted for any length of time will disqualify a member for eligibility for another sabbatical leave until seven (7) years following such leave. The proposed program of study must be approved in advance by the Superintendent of Schools. Reserve teachers are not eligible for sabbatical leave. A sabbatical leave for travel may be granted if such travel is part of a program of independent study approved by an accredited graduate school.

*Subd. 2. Application for Sabbatical Leave:* Applications for sabbatical leave must be filed by March 15 for all leaves which are to be taken during a portion of or for the entire following academic year.

Sabbatical leave requests must 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 departure and return dates of personnel on sabbatical leave should, to the extent possible, coincide with the normal transition periods of the school calendar.

The Sabbatical Leave Committee shall meet and grant sabbatical leaves (pursuant to Article X, Section J) no later than four (4) calendar weeks after the sabbatical leave request deadline date.

*Subd. 3. Allotment:* Not more than one (1) teacher from any school building and not more than 1% from each discipline on the secondary school level shall be granted sabbatical leave during any one school year. Not more than 60% of the sabbatical leave allotment shall be from the elementary or secondary staff during any one (1) school year. Up to a maximum of 1% of the teaching staff may be granted sabbatical leaves during a school year.

In the event the number of teachers placed upon the eligibility list exceeds the allotment of teachers for sabbatical leave, consideration will be given, among other things, to length of service and contribution to the general welfare of the school. Effective school year 1985-86, more than one sabbatical leave per building may be granted provided the number of teachers placed upon the eligibility list is within the number of leaves allotted.

*Subd. 4. 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 must complete 12 credit hours of work during the semester or quarter for which the leave is granted. Work beyond the Master's Degree requires 9 credit hours each semester or quarter. The institution and the courses to be taken must be approved by the superintendent.

*Subd. 5. Itinerary for Travel:* If the sabbatical leave is granted for the purpose of travel, the itinerary must be submitted in detail with the application. The itinerary must be approved by the superintendent and the Board of Education before the leave is granted.

*Subd. 6. Financial Allowance:* The allowance granted to a teacher on sabbatical leave shall be one-half of the rate of pay received by the individual had he/she remained in his/her position. Since the purpose of this leave is to study, the applicant will agree not to accept any other employment during the period of his/her leave unless it pertains directly to his/her study program and then only with the approval of the superintendent. Should the amount of such remuneration, grant fellowship or stipend together with the sabbatical leave pay exceed the employee's regularly scheduled pay, the sabbatical leave pay will be reduced to the amount the employee would have received had he/she not taken the leave. Effective January 23, 1978, up to a maximum of three (3) teachers may exercise the option of selecting one semester of leave at full-pay for purposes of study only subject to the conditions previously outlined. Effective January 6, 1984, up to maximum of five (5) teachers may exercise the option of selecting one semester of leave at full pay for purposes of study only subject to the conditions previously outlined.

*Subd. 7. Position on Return from Leave:* Upon returning from sabbatical leave the individual shall return to the position held immediately prior to the leave. Other assignments may be made by mutual consent.

*Subd. 8. Salary Upon Return from Leave:* The employee who has been on sabbatical leave will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent.

*Subd. 9. Teacher's Obligation Upon Return:* An individual granted a sabbatical leave must teach two (2) years in the Minneapolis Public Schools following the completion of the leave. If the teacher discontinues service for any reason other than the person's incapacity to carry out his/her assignment before the expiration of the two (2) years, he/she shall pay back to the Board of Education a pro rata part of the sabbatical allowance.

*Subd. 10. Sabbatical Leave Committee:* The sabbatical leave committee shall have equal representation with three members appointed by the Superintendent of Schools and three members appointed by the President of the Minneapolis Federation of Teachers.

The 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 15th application deadline.

In the event of a tie vote on an application, the Superintendent of Schools (or designee of the Superintendent) shall cast the deciding vote. At no other time shall the Superintendent (or designee) vote on an application for sabbatical leave.

## **UNPAID LEAVES OF ABSENCE**

**Section K. Leaves of Absence Without Pay:** Effective December 15, 1983, 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 or Supervisor. Such leaves of absence shall not be taken more than once in a two school year period. Not more than five percent of the teachers at any work site or one teacher, whichever is greater, may utilize such leave at any one time.

**Section L. Peace Corps Leaves:** A leave for the Peace Corps shall be granted, but the total amount of credit earned shall not exceed two (2) years. This credit refers to salary increments and the retirement fund.

#144  
6023110K

**Section M. Military Leave:**

**Subd. 1. Tenured Teachers:** Leaves of absence are granted for military purposes, but not to exceed the enlistment or draft period. Upon termination of a military leave the teacher shall be entitled to be reinstated in a teaching position at the same salary which he/she would have received if he/she had not taken such a leave, upon the following conditions: that the position has not been abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Director of Human Resources within ninety (90) days after termination of military service; and that he/she submits an honorable discharge or honorable separation from the military service. Upon the return of the teacher to his/her former employment, he/she will occupy the same position, or a position of equal status in respect to his/her employment, which he/she would have occupied had his/her employment not been interrupted.

**Subd. 2. Probationary Teachers:** Upon termination of a military leave, the teacher who was granted military leave of absence while on probation shall be entitled to be reinstated in a teaching position at the same salary which he/she would have received if he/she had not taken such leave, upon the following conditions: that the position has not been abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Director of Human Resources within ninety (90) days after termination of military service and that he/she submits an honorable discharge or honorable separation from the military service. Upon the return of the teacher to his/her former employment, he/she will occupy the same position, or a position of equal status in respect to his/her employment which he/she would have occupied had his/her employment not been interrupted. He/she is still on probation.

**Subd. 3. Reserve Duty:** A leave of absence will be granted to reservists for training purposes not to exceed fifteen (15) days per calendar year. The teacher shall make application on the Leave of Absence Form 49A to the Human Resources department and shall enclose a copy of his/her 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.

**Subd. 4. Spouse's Departure for Military Duty:** No leave of absence will be granted to teachers who wish to accompany their spouses who enter military service. However, a teacher who wishes to visit his/her spouse at the port of embarkation prior to the spouse's departure for military service overseas, may be granted a short leave of absence without pay, providing the Superintendent of Schools so recommends. This request should be submitted on Leave of Absence Form 49A and submitted to the Human Resources department at least ten (10) days before the anticipated absence date.

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

Applications for professional leaves shall be filed with the Director of Human Resources on the Leave of Absence Form 49A at least three (3) months prior to the date of anticipated absence.

**Section O. Study — Leave of Absence:**

*Subd. 1. Without Pay:* A leave of absence without pay may be granted for study. If a teacher carries a minimum of twelve (12) hours or its equivalent for each quarter and/or semester, the time spent on leave of absence will be included in computing eligibility for an increment. This provision shall not extend beyond a single annual increment. The institution and the course of study which the employee pursues must be approved by the Superintendent of Schools.

*Subd. 2. Unused Sick Leave:* In addition to all the provisions of Subd. 1 above, a leave of absence for study or travel shall be granted to teachers for one-half year at full pay based on the individual teacher's unused sick leave, provided the teacher has 15 sick leave days remaining following the leave and agrees to teach in Minneapolis Public Schools for at least two years upon completion of the leave. If the teacher discontinues service for any reason other than incapacity to carry out assignments before the expiration of two years, he/she shall pay back the pro rata share of the sick leave used. Teachers eligible for this paid study leave based on unused sick leave must 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.

**Section P. 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 must be submitted on the regular leave of absence form at least five (5) weeks prior to the date of absence. Request should be submitted to the department of Human Resources, and the teacher must receive written approval before the time requested can be taken.

**Section Q. Leave for Organizational Service or Public Service:**

*Subd. 1.* Tenured teachers who are officers of a bona fide teacher organization or who are appointed to its staff may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the organization. Teachers granted leaves of absence for this purpose shall upon their return receive service credit toward longevity, placement on the salary schedule and salary increments on the same basis as if they had maintained active teaching status. They shall retain tenure status and any sick leave days accrued at the time of taking leave. They shall also be afforded the opportunity of maintaining insurance fringe benefits in force, with the exception of Long-Term Disability, by assuming responsibility for payment of the entire amount of any premium involved.

*Subd. 2.* 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 No. 1 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.

*Subd. 3. Service on Public Commissions or Boards:* The Superintendent of Schools may, at his/her discretion, grant permission for a teacher to be absent from duty, without loss of pay, to serve as an appointed or elected member on a public commission or board.

A request for such absence is to be submitted 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.

# 144  
60231

## **ADDITIONAL LEAVE OF ABSENCE PROVISIONS**

**Section R. Medical Leave of Absence:** A teacher who is unable to perform his/her 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.

If at the end of the extended leave it is the judgment of the school physician that the teacher should not return to the type of assignment held at the time the leave was granted, employment shall be discontinued. In the event the teacher is not satisfied with the decision of the school physician, the teacher may request that the matter be submitted to a panel of three physicians. The panel shall be made up of one physician designated by the teacher, one physician designated by the Board of Education, and one physician agreed to by the two physicians. Should the two physicians not be able to agree on a third panel member, then the Hennepin County Medical Society will be asked to recommend a third panel member. The panel shall render a decision as to whether the teacher is able to return to the type of assignment held at the time the leave was granted or that employment be discontinued.

**Section S. Leaves — Probationary Teachers:** Except for military and child care purposes, no leave of absence will be granted to probationary teachers for more than three consecutive school months, unless the Superintendent of Schools deems it advisable to grant a leave until the end of the year covered by the current contract.

Any leave of absence of a period longer than three months (except for military service and child care) constitutes a break in the probationary period and will be interpreted as termination of employment unless prior arrangement has been made for return.

**Section T. More Than Twenty Days:** The employee must submit an application on the regular Leave of Absence Form 49A stating the reasons for the leave. If the leave request is approved by the principal, it should be sent directly to the Human Resources department without the principal's signature. After the leave of absence request has been submitted to the Board of Education, the Superintendent of Schools will notify the employee in writing of the Board's decision.

**Section U. Extension of Leave of Absence:** If an extension of a leave of absence is desired, the request must be submitted at least twenty (20) school days before the expiration of the original leave. A leave of absence expires automatically and the employee must be available for duty unless a request for an extension has been received and approved prior to the expiration date. Failure to comply will be interpreted as a resignation. A form for requesting the extension of a leave of absence may be secured by calling the Human Resources department.

**Section V. Return to Duty After Absence:** Teachers who are absent must notify principals 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, the reserve teacher will remain for the day and the teacher will forfeit salary.

**Section W. Medical Reports:** Employees who are absent for eleven (11) consecutive working days or more shall submit to the physician for school personnel a medical report on the prescribed form on the eleventh consecutive day of absence. The form to be completed by the attending physician will be sent directly to the absentee teacher from the Human Resources department. Another medical report is required on the forty-fifth day of cumulative absence.

### **Subd. 1. Addendum**

1. On the sixth consecutive day of absence a letter, leave of absence form, and a post medical illness report is sent.
2. This is to be filled out and submitted to the school physician if the absence is to run for eleven (11) consecutive working days or more.
3. The leave of absence form is to be returned if the absence is to run for twenty-one (21) days or more.
4. The attending doctor is to fill in the post medical report and forward it to the school physician's office.
5. After receiving the report the school physician will review the completed report. He/she will either approve the report or call the person in for a medical examination.
6. The school physician's office will notify the Human Resources department when the person is medically cleared to return to duty.
7. The Human Resources department will then notify the school and the principal that the person has been medically cleared to return to duty.
8. The person is then informed by the Human Resources department that he/she may return to duty on the day indicated by the school physician.
9. Verbal approvals received from the school physician's office shall be followed by written confirmation to the Human Resources department and shall be signed by the school physician and duly dated.

**Section X. Right to Reemployment:** Granting a leave of absence signifies that the teacher will be employed at the end of the leave if there is a vacancy for which he/she is qualified.

## ARTICLE XI

### LENGTH OF TEACHER'S DAY

**Section A. Definition:** The normal work day of teachers will be no longer than 7½ hours including a one-half hour duty free lunch period. Generally, teachers will report for duty not less than twenty minutes before the opening of school in the morning. Generally, teachers shall remain until 3:45 p.m. Exception will be made for variations in scheduling and/or special needs of the program. If teachers do leave earlier, it is assumed that it is for extraordinary personal and/or professional reasons.

**Section B. Professional Responsibilities:** Meetings called by principals, department chairpersons, and central administrative staff may necessitate a longer teacher's day. Moreover, an important function of a teacher is to work with students on an individual basis, and to accomplish this a longer teacher's day may be necessary.

**Section C. Preparation Time:** Effective 1984-85, the amount of preparation time for elementary classroom teachers shall average five (5) forty-five minute preparation periods per week within the defined student day. The minutes within the forty-five minute preparation periods shall be consecutive. Effective 1986-87, an additional ten (10) minutes of preparation time within the defined student day shall be provided.

Effective 1987-88, there shall be district-wide options. The amount of preparation time for elementary teachers shall be 275 minutes per week. This preparation time shall be within the defined student day and shall be divided into five days based on one of the options below:

- Option 1: Five 45-minute preparation periods and one 50-minute preparation period per five-day cycle.
- Option 2: Five 55-minute preparation periods per five-day cycle OR five 55-minute preparation periods per week.
- Option 3: THIS OPTION IS APPLICABLE ONLY IF OPTION 2 IS CHOSEN: An additional choice between five 55-minute preparation periods PER WEEK OR five 55-minute preparation periods PER FIVE-DAY CYCLE.

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.

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.

**Section D. Reimbursement for Lost Preparation Time:** 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 who are absent shall also be reimbursed at the hourly rate.

**Section E. Open House:** Teachers shall participate in at least two (2) "Open House" programs during each school year if scheduled. In addition, teachers shall participate in two (2) parent-teacher conference days which shall be scheduled on student "release" days. Such conference days may begin no later than at 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).

# 144

6023/12

## ARTICLE XII

### LENGTH OF THE SCHOOL YEAR

**Section A. Teacher Duty Days:** The number of duty days for teachers during the 1987-88 school year shall be 184. The number of duty days for teachers during the 1988-89 school year shall be 184. The calendars of teacher duty days are noted on page 77.

**Section B. Holidays:** Teachers are paid for six (6) legal holidays authorized by the Board of Education. These holidays are Labor Day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidential Day and Memorial Day. It is agreed that Columbus Day and Veterans' Day shall be duty days for teachers.

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.

**Section C. 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.

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

**Section E. Work Year for Social Workers:** The work year for social workers who are assigned .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.

**Section F. 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.

**Section G. 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.

Any additional time beyond the above schedule will be paid at the hourly flat rate of pay.

**Section H. Coordinators Participation in Youth Organization Activities:** When coordinators are assigned to participate in youth organization activities they shall be reimbursed for expenses such as travel, food, and lodging incurred as a result of participation in these activities.

**Section I. Work Year for Hennepin County Home School:** Effective July 1, 1984, teachers assigned to the Hennepin County Home School and who work beyond the end of the regular school year shall be compensated on the basis of their regular rate of pay extended for the number of weeks of their assignment beyond the end of the regular school year. The Board of Education reserves the right to determine the length of work year for all teachers assigned to the Hennepin County Home School.

#### **Section J. Nurses:**

*Subd. 1. Salary:* Effective September, 1969, Minneapolis school nurses have been paid according to the teachers' salary schedule with the condition that they could be placed on only the Lane II (BA) or Lane V (MA) according to the individual's degree level.

Effective July 1, 1974, and each subsequent July 1, nurses may move to the next lane on the teachers' salary schedule for which they are eligible.

*Subd. 2. Work Year and Day:* The nurses' work year and duty day generally shall be defined according to that established for teachers. Since school nurses are classified under civil service the work year of each individual school nurse covered by this agreement shall be extended according to the number of days of paid vacation for which they qualify with no increase in his/her annual salary.

*Subd. 3. Other Benefits:* Any other benefit described by civil service for school nurses (such as severance pay) shall take precedence over such defined benefit in the teachers' agreement; otherwise all other conditions shall be the same.

**Section K. M.T.I. Teachers:**

1. Effective July 1, 1977, the number of duty days for M.T.I. teachers will be 230 (46 weeks)\* subject to the availability of state funds. Compensation for the 46 week assignments will be at the regular rate of pay extended.
2. The duty day for M.T.I. teachers shall be 7¼ hours excluding a half (½) hour duty free lunch period.
3. Six (6) assigned instructional or other assigned related duty periods shall be contained within the 7¼ hour duty day as assigned by the appropriate administrator.
4. One additional day of earned sick leave will be provided within the 46 week assignment period.

\*The number of duty days for L.P.N. and Hospital Station Secretary programs are to be determined.

#146  
602313R

**ARTICLE XIII  
HOURLY RATE TEACHERS**

**Section A. Assignments:** Effective the 1974-75 school year, 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 fringe benefits will be provided, except as indicated in Sections B and C of this Article. Exceptions may be permitted for special program needs as approved by the Associate Superintendent.

**Section B. Fringe Benefits:** Hourly rate teachers who are employed twenty (20) hours per week or more during the regular school year shall be eligible for all fringe benefits provided to regular contract teachers, including long-term disability insurance, with membership in the teachers' retirement fund program optional on the part of the hourly rate teacher.

**Section C.** 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.

**Section D.** Hourly rate teachers who are employed twenty (20) hours or more per week shall be paid for hours equal to their regular work day to attend release day meetings.

**ARTICLE XIV  
JOINT COMMITTEE ON INSTRUCTIONAL EXCELLENCE  
AND PROFESSIONALISM**

As a strategy for promoting cooperative efforts to maintain and improve instructional excellence and professionalism in the Minneapolis Public Schools, a joint committee was established. The joint committee, appointed by the Superintendent of Schools and the President of the Minneapolis Federation of Teachers, is composed of an equal number of representatives and is co-chaired. The committee shall continue through June 30, 1989, and make periodic reports to the Board of Education.

**ARTICLE XV  
WELLNESS PAY PLAN**

Effective July 1, 1987, and thereafter, all teachers as defined in Article III of this Agreement shall receive at the time of their separation from service with the Minneapolis Public Schools fifty (50) percent of their unused sick leave at their daily rate of pay, provided they are fifty-five (55) years of age or are credited with thirty (30) years of service by the Minneapolis Teachers Retirement Fund.

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, Subd. 2

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

The wellness pay shall be disbursed to teachers by August 1 unless teachers request that it be paid in January of the following year or in five equal installments. One of the five equal installments would be paid by August 1 of the year of retirement and subsequent installments would be paid in January of the following years.

#144  
60231119

**ARTICLE XVI  
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, a teacher shall also retain his/her seniority status in the building in which he/she was teaching at the time he/she 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,\* 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 employee, was received in the Human Resources Department;
- c. Time (hour and minute) the contract, signed by the employee, was received in the Human Resources Department.

\*At least twenty (20) consecutive days in the same assignment and without a 60 day break in employment

## **ARTICLE XVII**

### **TRANSFER AND REASSIGNMENT PROCEDURE**

#### **A. General**

1. All open positions (vacated or newly created) within any building, work location, department or program, shall be recorded in a master file which will be housed in the Human Resources Department. Such recording shall be by building or location and shall include specific information relevant to the position. This master file shall be open to all licensed employees of the school district during regular office hours of the Educational Service Center.

All such openings or vacancies shall be recorded on a list which shall be reproduced and distributed to the Operations Office and all major work locations for posting in a convenient location for teachers. The distribution of such a list shall be made as often as is necessary to provide current and updated information.

2. A teacher may file a request for transfer to any building at any time regardless of whether a vacancy currently exists. However, requests for voluntary transfer shall not be filed between July 1 and the first duty day for teachers in the succeeding school year.

Such request will be recorded and treated in the same fashion as those filed when notice of vacancy occurs. The request must state the specific building or buildings and/or program in which the teacher is interested.

3. A transfer list consisting of all teachers who have filed a transfer request and of those available from the itinerant pool shall be compiled. All teachers from the transfer list shall be notified of vacancies which occur after the closing of the school year. Referrals to the principal shall be made by the Human Resources Department according to the seniority ranking of all those on the transfer list. Teachers so referred from the itinerant pool shall have automatic right to the position.

The principal shall interview teachers who are voluntarily seeking a transfer. Within five (5) calendar days after the interview, the principal shall notify the Human Resources Department in writing, with a copy to the teacher of the acceptability or non-acceptability of the teacher so referred. If the transfer is not acceptable to the principal, he/she must state specific educational reasons for such a decision.

The teacher denied such transfer shall have the right to request a review of the decision by the appropriate Superintendent. The appropriate Superintendent shall in no way be involved in the original decision of the principal and shall be responsible for conducting the review as a neutral. The appropriate Superintendent conducting the review shall render his/her decision within five (5) days unless additional time for the decision is agreed to by all parties. No additional referrals for the vacancy shall be made by the Human Resources Department pending this decision.

**4. Vacancy List Selection**

Once all individuals have been identified for transfer from their individual school units, they shall then be provided with a list of vacancies from which they shall indicate the schools they prefer in order of priority. Such lists shall be sent by certified mail to the teacher at his/her address on file with the Human Resources Department. Proof of mailing shall be presumed to be notice given for the purposes of this Article. The teacher must respond to the Human Resources Department, either in writing or verbally, no later than five (5) working days after the date of mailing of said vacancy list. An individual who has been excessed may not refuse to indicate a preference from the vacancy list after August 1.

All vacant positions shall be filled according to the transfer and reassignment procedure at an in-person bidding session to be held no more than 10 days (excluding Saturday and Sunday) prior to the first day for 38-week teachers. Teachers unable to attend shall bid by absentee ballot delivered to the Human Resources Department prior to the bidding session. If an individual is not present at the bidding session and no emergency/absentee ballot is on file, that teacher shall not again be considered for transfer until all teachers on the transfer list having less seniority have had an opportunity to bid.

Vacancies occurring in the District's programs for Gifted and Talented students shall be filled pursuant to Section A-3 of this Article

5. All positions for which staffing requisitions are received in the Human Resources Department after the first duty day for 38-week classroom teachers until the first Monday in October shall be filled according to the transfer and reassignment procedure at an in-person bidding session on the second Monday in October. Teachers unable to attend shall bid by absentee/emergency ballot delivered to the Human Resources Department. This provision does not apply to vacancies resulting from staffing adjustments resulting from changes in enrollments.
6. All positions which require immediate filling will be staffed on a temporary basis until they are filled on a permanent basis at the beginning of the school year according to the procedures outlined herein.
7. Teachers on leave of absence shall have the same privilege of applying for transfer as if they were actively teaching. Positions or assignments of individuals on leaves for one year or less duration concluding at the end of the school year will be treated as if that person were in such position or assignment.
8. Any contract teacher serving in an itinerant status may be placed in a permanent building assignment for the remainder of the school year.
9. Only seniority earned within this bargaining unit shall apply for the purpose of reassignment and transfer.
10. A teacher on intensive assistance who wishes to be eligible to transfer must file a request for voluntary transfer by the end of the last duty day. A copy of the request shall be provided the site administrator. The request for voluntary transfer may be vetoed by the site administrator from which the teacher wishes to transfer. This veto must be exercised within five (5) calendar days of the last duty day.

If the teacher on intensive assistance wishes to appeal this veto, she/he may do so. The appeal shall be heard by the appropriate Operations Superintendent and a representative of Local 59.

In the event that the Operations Superintendent and the representative of Local 59 agree that the individual teacher shall not be permitted to transfer to another site at the in-person bidding session in August, Local 59 shall neither file nor support a grievance by said teacher on intensive assistance who may object to the decision denying her/him the opportunity to bid on vacant positions.

In the event of a disagreement between the Operations Superintendent and the representative of Local 59, Local 59 shall reserve the right to file and support a grievance objecting to said veto by the site administrator denying the teacher the opportunity to bid on vacant positions at the in-person bidding session in August. Any such grievance so filed shall be filed on an expedited basis so as to assure a decision by the arbitrator prior to the in-person bidding session in August.

**B. Reassignment of Teachers — Elementary and Secondary**

# 144

6023116R

**1. Grade Reorganization or Boundary Change**

In grade reorganization or boundary change teachers will be retained in a school unit or reassigned according to seniority rank.

In the case of a combination of all or part of faculties from two (2) or more schools, the faculties of those schools shall be considered as one in establishing such seniority rank.

For reassignment purposes, teachers will basically be assigned to the schools to which the students they would have had are assigned. If strict adherence to seniority does not provide for at least 50% of this provision, then the faculties involved shall be canvassed to determine if a voluntary adjustment can be arranged to reach this level. Failing a voluntary adjustment, the 50% level shall be accomplished by following an inverse order of seniority.

**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. A teacher on intensive assistance may not voluntarily excess himself/herself.

b. Teachers requesting reassignment pursuant to B, 2(a), must have the approval of the principal or supervisor. Should the Principal or Supervisor deny the request for reassignment, he/she 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 B, 2(a), (b), the reduction shall be accomplished by designating for reassignment the least senior teachers in the department. Teachers on intensive assistance shall not be bypassed.

d. In secondary school units, department shall mean subject matter areas (see #9 for procedures regarding Multiple Assignment).

Seniority for transfer purposes is established based on the department where the majority of teaching time was spent during the most recent three (3) year period of active duty.

For reassignment purposes exceptions to B2 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 nonapproval.

**3. Itinerant Pool**

In the event there are teachers who are "unassigned" as of one (1) week prior to the first duty day for teachers they will be reassigned as follows:

(1) The number of teachers in each category in the pool who have greater seniority than teachers who are assigned will be determined;

(2) An equal number of the least senior assigned teachers in each of these categories will be placed in the itinerant pool;

(3) The teachers in the pool may then, based upon seniority, select from the positions in the appropriate categories which have been vacated.

**4. Part-time Assignments**

Change to less than full time assignment does not affect a teacher's seniority.

**5. Special Programs and Assignments**

Teachers who are removed from "special assignments" and/or "special programs" shall return to the same assignment and site wherever possible, which she/he held prior to her/his TOSA assignment unless the position was eliminated, and the procedure for determining which teacher is excessed from that site shall be followed. That procedure for determining the procedure to follow is staff reduction which is defined in B-2. of Article XVII, the Transfer and Reassignment Procedure. The teacher shall exercise her/his rights under the contract as if she/he were at that site teaching.

During the school year 1987-88 a committee composed of an equal number of teachers appointed by Local 59 and administrators appointed by the superintendent and co-chaired shall determine a method for rotating all those teachers assigned to 38 week TOSA positions. The method for rotating teachers in TOSA assignments within 3 years shall take effect July 1, 1988.

The committee shall make recommendations to the Superintendent of Schools no later than March 1, 1988.

Any new 38 week TOSA position created after October 1, 1987 shall not exceed three years in length.

The teacher replaced by the teacher removed from the TOSA position shall be excessed and reassigned pursuant to the provisions of the Transfer and Reassignment Procedure.

6. *Program and Staffing Needs*

Principals of buildings who have a need for teachers with special interests and abilities for their programs shall so inform the appropriate area administrator and the Director of Human Resources. Approval of the appropriate Superintendent or Administrator is needed to fill special program or staffing needs.

The staffing of new, modified or replacement facilities and/or programs may necessitate the use of personnel with special training and experience. Seniority in the system will be given major consideration in filling these needs.

When two or more alternative educational programs are offered, teachers will generally select their programmatic choice by seniority rank.

7. *Supplementary School Services*

Many teachers perform necessary school service in addition to regular classroom teaching. If a teacher providing supplementary service has the least seniority in the department where the teacher provides regular classroom service, the Principal shall make every effort to find some other person to provide the supplementary service. However, in instances where the Principal cannot obtain an adequate replacement for the special service, the Principal shall provide specific written reasons for requesting an exception to the appropriate Superintendent or Administrator and to the teacher designated to move as a result of bypassing a teacher with less seniority. The person designated to move by the granting of such a request may appeal to the appropriate Superintendent or Administrator reviewing the request for an exception. Before the teacher with the least seniority can be bypassed the Principal's request must be approved by the appropriate Superintendent or Administrator.

8. *Position Responsibility*

Once an assignment is accepted by an individual, that person shall be expected to function according to the needs of that assignment.

9. *Multiple Assignments*

An individual licensed and teaching in more than one secondary department may use system seniority to hold a current position or claim a vacant position in the subject in which the majority of teaching time has been spent during the most recent three (3) year period of teaching.

10. *Assignment Reduction*

When assignments, the number of hours or sections taught are reduced, or if positions are closed the following conditions apply:

(1) The incumbent in an assignment may be transferred if the assignment is reduced to half or less than half of its original length. The teacher may remain in the assignment when the incumbent voluntarily requests in writing that the assigned time be reduced, with the understanding that the salary will be reduced accordingly, to meet the conditions of the new assignment.

(2) In the event that an action is taken to reduce or close any assignment, this assignment cannot be increased in length or reopened until the start of the next school year. If the position is returned to its former status, the teacher who was transferred because of the reduction or closing of the assignment shall have the right to return to that position if the position is returned to its former status within one (1) year of the change in status of the position.

11. *Exceptions*

An exception to this transfer procedure may be made to meet a legal requirement and the faculty racial balance program of the school system.

12. *Mentors*

At the end of the mentor assignment, the mentor teacher shall return to the same assignment whenever possible and site which she/he held prior to her/his mentor appointment unless the position was eliminated and the procedure for determining which teacher is excessed from that site is followed. That procedure for determining the procedure to follow in staff reduction is defined in B-2 of Article XVII, the Transfer and Reassignment Procedure. The mentor teacher shall exercise her/his rights under the contract as if she/he were at that site teaching.

The replacement teacher shall be excessed and reassigned pursuant to the provisions of the Transfer and Reassignment Procedure when the mentor teacher returns to her/his site.

#144  
6023117

## ARTICLE XVIII

### PUBLICATION OF AGREEMENTS REACHED CONCERNING TERMS AND CONDITIONS OF EMPLOYMENT

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

## ARTICLE XIX

### 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 XX of this Agreement; provided, however, that such teachers may grieve only alleged violation of Article XX of this Agreement.

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

*Service.* "Service" means personal service or by certified mail.

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

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

*Employer's Representative.* "Employer's Representative" means the Manager of Employee Relations, or designee, or other person so designated by the Superintendent of Schools.

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

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

#### Subd. 1. Level I: Principal's or Immediate Supervisor's 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 Manager of Employee Relations.

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 his/her written grievance at Level II; provided, exercise of this bypass of Level I shall not extend the requirement that written grievances be filed within twenty (20) days of the date of the event giving rise to the alleged grievance.

**Subd. 2. Level II. Employer's Representative Level. (Designated by Manager of Employee 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 Manager of Employee Relations.

**Subd. 3. Level III: Arbitration Level.**

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, arbitration may be requested by the grievant by serving a written notice on the Manager of Employee Relations of the grievant's intent to proceed with arbitration.

b. The employer and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the grievant are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee 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 thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereof, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

e. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

# 144  
6023118R

**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 an arbitrator to consider in making his/her award.

*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 XX  
RECALL PROCEDURE**

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 shall receive first consideration for other positions in the district for which they are qualified.

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

Within seven (7) working days of the date of postmark of such notice, the teacher shall notify the Human Resources Department of their intent to accept the offered position or request to be bypassed in accordance with this Section.

A teacher who requests to be bypassed for recall shall retain such seniority and tenure rights as though the teacher had not been terminated. No extension of time for recall shall be granted.

All rights of recall shall terminate upon the earlier of:

- a. A refusal to accept an offer of a position.
- b. Failure to respond within seven (7) working days to a notice of recall.
- c. Twenty-four (24) calendar months following the first duty day of the school year following discharge.

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

## **ARTICLE XXI**

### **PERSONAL INJURY/PROPERTY BENEFITS**

The District shall reimburse teachers for the cost of replacement or repair of personal property damaged or destroyed as a result of student assault that occurs while the teacher is engaging in the performance of her/his duties. Except for motor vehicles, such reimbursement shall not include personal property that is stolen unless the theft accompanies a personal assault upon the teacher. In school years 1987-88 and 1988-89, reimbursement, not to exceed \$250.00 per incident, shall include loss of, damage to, or destruction of personal vehicles on school property or while a teacher is in the performance of school business as verified by the principal or supervisor and a police report. The cost of reimbursement for loss, damage, or destruction of motor vehicles shall be assessed against the 1989-91 contract.

If the teacher is injured as a result of a student assault while engaged in the performance of her/his duties, the District shall reimburse the teacher for medical, dental, hospital and surgical expenses in excess of those expenses covered by District insurance and/or worker's compensation plans. A reasonable loss of time resulting from an assault by a student, parent or other individual that occurs while the teacher is engaging in the performance of her/his duties shall not be deducted from the teacher's unused sick leave, provided the teacher has filed the District's assault form and/or police report.

## **ARTICLE XXII**

### **DURATION**

**Section A. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 1987, through June 30, 1989, 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, 1989. It is further agreed that, following such notice of intent, negotiations will begin on March 1, 1989, or at the request of either party and that negotiations shall continue on a regular basis with the goal of reaching agreement on the 1989-91 contract prior to August 1, 1989.

**Section B. 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.

**Section C. 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.

**Section D. 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.

#144  
6023119

**Schedule "A"**

**Teachers' Salary Schedule  
(Effective 7/1/87 to 6/30/88)**

Step	II B.A.	III B.A.+15	IV B.A.+30	Va B.A.+45	Vb M.A.	Vla B.A.+60	Vlb M.A.+15	VII M.A.+30	VIII M.A.+45	IX Dr. Deg.
5=1	19,732	20,173	20,604	21,425	21,425	22,056	22,056	22,687	23,324	23,853
6=2	20,675	21,026	21,577	22,526	22,526	23,189	23,189	23,853	24,515	25,049
7=3	21,769	22,080	22,655	23,763	23,763	24,441	24,441	25,130	25,809	26,453
8=4	23,045	23,254	23,853	24,922	24,922	25,784	25,784	24,469	27,083	27,828
9=5	24,108	24,450	25,090	26,070	26,070	26,940	26,940	27,675	28,505	29,256
10=6	25,322	25,719	26,358	27,530	27,530	28,496	28,496	29,103	29,926	30,821
11=7	26,637	27,035	27,707	29,168	29,168	29,948	29,948	30,595	31,490	32,342
12=8	29,654	30,102	30,288	30,667	30,667	31,449	31,499	32,263	33,006	33,980
13=9			32,495	32,806	32,806	33,484	33,484	34,315	35,232	36,007
14=10				35,949	35,949	36,749	36,749	36,917	37,046	37,956
15=11					37,228		39,031	39,719	40,988	42,033
20 year	30,154	30,602	32,995	36,449	37,728	37,249	39,531	40,219	41,488	42,533
25 year	31,154	31,602	33,995	37,449	38,728	38,249	40,531	41,219	42,488	43,533

**Schedule "B"**

**Teachers' Salary Schedule  
(Effective 7/1/88 to 6/30/89)**

Step	II B.A.	III B.A.+15	IV B.A.+30	Va B.A.+45	Vb M.A.	Vla B.A.+60	Vlb M.A.+15	VII M.A.+30	VIII M.A.+45	IX Dr. Deg.
1	20,324	20,778	21,222	22,068	22,068	22,718	22,718	23,367	24,024	24,568
2	21,295	21,657	22,225	23,202	23,202	23,885	23,885	24,568	25,250	25,800
3	22,422	22,743	23,334	24,476	24,476	25,174	25,174	25,884	26,583	27,247
4	23,737	23,952	24,568	25,670	25,670	26,558	26,558	27,263	27,895	28,662
5	24,831	25,184	25,842	26,852	26,852	27,748	27,748	28,505	29,360	30,134
6	26,081	26,491	27,148	28,356	28,356	29,351	29,351	29,976	30,823	31,746
7	27,436	27,847	28,538	30,043	30,043	30,847	30,847	31,513	32,435	33,312
8	30,543	31,005	31,176	31,587	31,587	32,392	32,392	33,231	33,997	34,999
9			33,470	33,790	33,790	34,489	34,489	35,345	36,289	37,087
10				37,028	37,028	37,852	37,852	38,025	38,157	39,094
11					38,345		40,202	40,910	42,217	43,294
20 year	31,543	32,005	34,470	38,028	39,345	38,852	41,202	41,910	43,217	44,294
25 year	32,043	32,505	34,970	38,528	39,845	39,352	41,702	42,410	43,717	44,794

60231

**SCHEDULE "C"**  
**EXTRA-CURRICULAR PAY SCHEDULE**

Assignment	Effective 7/01/87 to 6/30/88	Effective 7/01/88 to 6/30/89
Badminton .....	1,851	1,907
Baseball Coach .....	2,994	3,084
Sophomore Coach, boys;		
Junior Varsity, girls .....	1,851	1,907
Basketball-Boys & Girls .....	3,695	3,806
Sophomore Coach .....	2,594	2,672
Cross Country Coach — Boys & Girls .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Football Coach .....	3,695 <sup>1,2</sup>	3,806 <sup>3,4</sup>
1st Assistant .....	2,594 <sup>1,2</sup>	2,672 <sup>3,4</sup>
"B" Squad .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Sophomore Coach .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Additional Assistant .....	1,674 <sup>1,2</sup>	1,724 <sup>3,4</sup>
Golf Coach-Boys & Girls .....	1,851	1,907
Gymnastics Coach-Boys & Girls .....	2,994	3,084
Assistant Coach .....	1,851	1,907
Hockey Coach .....	3,695	3,806
Junior Varsity Coach .....	2,594	2,672
Skiing Coach-Boys & Girls .....	2,058	2,120
Soccer Coach .....	2,994 <sup>1,2</sup>	3,084 <sup>3,4</sup>
Assistant Coach .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Softball Coach .....	2,994	3,084
Assistant Coach .....	1,851	1,907
Swimming Coach-Boys .....	2,994	3,084
Assistant Coach .....	1,851	1,907
Swimming Coach-Girls .....	2,994 <sup>2</sup>	3,084 <sup>4</sup>
Assistant Coach .....	1,851 <sup>2</sup>	1,907 <sup>4</sup>
Tennis Coach-Boys .....	1,851	1,907
Tennis Coach-Girls .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Track Coach-Boys .....	2,994	3,084
Assistant Coach .....	1,851	1,907
Track Coach-Girls .....	2,994	3,084
Assistant Coach .....	1,851	1,907
Volleyball Coach-Girls .....	2,994 <sup>1,2</sup>	3,084 <sup>3,4</sup>
Junior Varsity Coach .....	1,851 <sup>1,2</sup>	1,907 <sup>3,4</sup>
Wrestling Coach .....	3,225	3,322
Assistant Coach .....	2,237	2,304
Debate Coach		
At least 8 students and at least		
10 rounds .....	1,066	1,098
Less than 16 students and		
20 rounds .....	1,280	1,318
Less than 16 students and		
50 rounds .....	1,496	1,541
Less than 16 students and at least		
100 rounds .....	1,706	1,757
More than 15 students and at least		
20 rounds .....	2,577	2,654
More than 15 students and at least		
50 rounds .....	2,782	2,865
More than 15 students and at least		
100 rounds .....	2,994	3,084
Assistant Debate Coach		
1st Assistant—more than 16 students .....	1,706	1,757
2nd Assistant—more than 32 students .....	1,706	1,757
N.F.L. Congress (3 schools only) .....	401	413
N.F.L. Sponsor (3 schools only) .....	248	255
Drama		
Full Length Stage Production		
(One per school annually) .....	1,229	1,266
Full length play (two per year) .....	1,229	1,266
Assistant .....	616	634
District One Act Plays .....	248	255
School One Act Plays (two		
per school annually) .....	248	255
Homecoming Show .....	163	168
Speech		
1 to 10 Entries .....	485	500
11 to 20 Entries .....	991	1,021
21 to 30 Entries .....	1,477	1,521
31 to 45 Entries .....	1,970	2,029
Over 45 Entries .....	2,954	3,043
National Entries (3 schools only) .....	248	255
District Speech, Debate, Play Contest .....	248	255

**SCHEDULE "C" (continued)**  
**EXTRA-CURRICULAR PAY SCHEDULE**

Assignment	Effective 7/01/87 to 6/30/88	Effective 7/01/88 to 6/30/89
Region Speech, Debate, Play Contest .....	359	370
School Patrol (Elementary) .....	580	597
Faculty Athletic Manager .....	4,087	4,210
Equipment Manager .....	3,320 <sup>1,2</sup>	3,420 <sup>3,4</sup>
Cheerleading Advisor .....	1,681	1,731
Dance Line Advisor .....	1,066	1,098
<b>Annual</b>		
Senior High .....	2,577	2,654
Junior High .....	1,920	1,978
<b>Lock &amp; Locker Management —</b>		
<b>Senior &amp; Junior High</b>		
Under 800 students .....	495	510
800-1200 students .....	553	570
1200-1600 students .....	616	634
1600-2000 students .....	665	685
Over 2000 students .....	759	782
<b>Intramural Sports-Senior &amp; Junior High</b>		
Fewer than 800 students .....	5,564	5,731
800 or more students .....	6,067	6,249
Math Team Coach .....	1,229	1,266
<b>Music</b>		
Senior High .....	1,681	1,731
Junior High .....	1,247	1,284
Individual, Senior High .....	1,127	1,161
Individual, Junior High .....	829	854
Creative Writing-Senior & Junior High .....	632	651
Clubs-Junior High .....	2,425	2,498
<b>Audio-Visual</b>		
Senior High .....	1,135	1,169
Junior High .....	1,041	1,072
Stage Management-Senior & Junior High .....	896	923
<b>Service Assignments (other than athletics)</b>		
<b>for Senior &amp; Junior High</b>		
Afternoon (home) .....	17.99	18.53
Afternoon (away) .....	19.97	20.57
Evening .....	29.94	30.84
<b>Music (other than athletics)</b>		
<b>Elementary, Senior &amp; Junior High</b>		
Afternoon .....	35.50	36.57
Evening .....	68.28	70.33
<b>School Newspaper</b>		
(per High School) .....	2,577	2,654
(per Junior High-Max.) .....	1,280	1,318
<b>Teacher Coordinator(s), Elem.</b>		
Evening Activities, (per event, per teacher)		
except music .....	54.13	55.75
Quiz Bowl Coach Senior High .....	650	700
Per Season		

**Compensation for Mentor Teachers**

\$5,800 per year during the Mentor appointment only, in addition to her/his salary pursuant to the teachers' salary schedule A or B.

- <sup>1</sup>\$48.70 per full day for coming back prior to the start of the school year for teachers.  
<sup>2</sup>\$24.35 per half day for coming back prior to the start of the school year for teachers.  
<sup>3</sup>\$51.18 per full day for coming back prior to the start of the school year for teachers.  
<sup>4</sup>\$25.60 per half day for coming back prior to the start of the school year for teachers.

NOTE: All activities are for senior high schools ONLY unless otherwise noted.

All extracurricular assignments must be in writing, in advance, and approved by the principal.

# 146  
602312

**RESERVE TEACHER SALARY SCHEDULE**

Step	Long Call Monthly Rate	
	Effective 7/01/87-6/30/88	Effective 7/01/88-6/30/89
	<b>Non-Degree</b>	
1 & 2	\$1,504.00	\$1,549.00
3	1,527.00	1,573.00
4	1,546.00	1,592.00
5	1,589.00	1,637.00
6	1,615.00	1,663.00
	<b>Degree</b>	
1 & 2	1,681.00	1,731.00
3	1,741.00	1,793.00
4	1,767.00	1,820.00
5	1,851.00	1,907.00
6	1,955.00	2,014.00
	<b>Short Call Daily Rate</b>	
	Effective 7/01/87-6/30/88	Effective 7/01/88-6/30/89
	<b>Non-Degree</b>	
First 125 Days	\$62.44	\$64.31
After 125 Days	66.83	68.83
	<b>Degree</b>	
First 125 Days	66.83	68.83
After 125 Days	70.57	72.69

**HOURLY FLAT RATE PAY SCHEDULE**

Effective 7/1/87-6/30/88, the hourly flat rate will be \$17.06.  
 Effective 7/1/88-6/30/89, the hourly flat rate will be \$17.57.  
 Effective 7/1/87-6/30/88, the hourly leadership rate will be \$20.80.  
 Effective 7/1/88-6/30/89, the hourly leadership rate will be \$21.40.

**DRIVER EDUCATION TRAINERS**

Driver Education trainers shall be paid according to the established hourly flat rate of pay for "behind the wheel" training time.

**COMMUNITY CENTER  
TEACHERS SALARY SCHEDULE**

<i>SECONDARY</i>		
	Effective 7/1/87-8/30/88	Effective 7/1/88-8/30/89
<b>Fall (10 weeks)</b>		
2 Evenings	\$1,955.00	\$2,014.00
1 Evening	1,101.00	1,134.00
<b>Winter (10 weeks)</b>		
2 Evenings	1,749.00	1,801.00
1 Evening	957.00	986.00
<b>Spring (8 weeks)</b>		
2 Evenings	1,492.00	1,537.00
1 Evening	792.00	816.00
<i>ELEMENTARY</i>		
Per School Year	4,276.00	4,404.00

**RADIO-T.V. TEACHERS**

**Compensation Schedule — Effective 7/1/87-8/30/88**

Radio and Television Teachers (Licensed and currently employed by the Minneapolis Public School system)

- For each radio or television lesson taught, the teacher shall receive \$62.08 base pay plus remuneration at the current approved hourly rate for up to six hours of preparation time.
- If more than one radio or television teacher provides a lesson, each shall share equally the base pay and the allotment of and remuneration for the preparation time.
- If necessary, one full day (or equivalent) reserve teacher service will be provided in which case the radio or television teacher (teachers) will not be entitled to the \$62.08 base payment.

**Note:** For persons who are not licensed employees of the Minneapolis Public School system, payment, if necessary, for the radio and television service shall not exceed that paid to licensed employees of the Minneapolis Public Schools.

Compensation Schedule — Effective 7/1/88-8/30/89 the \$62.08 base pay rate will be \$63.94. All other provisions will remain the same.

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 \_\_\_\_\_ 1987



830421

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87  
1-31-90

NOVEMBER 16, 1987

R DEC 3 1987

ASSISTANT DIRECTOR OF PERSONNEL  
MINNEAPOLIS PUBLIC SCHOOLS  
SPECIAL SCHOOL DISTRICT NO 1  
807 NORTHEAST BROADWAY  
MINNEAPOLIS , MN. 55413

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Minneapolis Minn Bd of Educ Spec Sch Dist 1 LU 59 WITH TEACHERS MINNESOTA

\* Would you please send us a copy of your current agreement with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,800
2. Number and location of establishments covered by agreement 65 WITHIN SCHOOL DISTRICT
3. Product, service, or type of business SCHOOL SYSTEM - Public
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

MACK R. SIRRAIS, PERSONNEL SERVICES REPRESENTATIVE  
Your Name and Position  
807 N.E. BROADWAY ST. MPLS. MINN. 55420.  
Address  
Area Code/Telephone Number  
City/State/ZIP Code