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# THE MINNEAPOLIS PUBLIC SCHOOLS

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## CONTRACT AGREEMENTS, POLICIES & REGULATIONS

July 1, 1985 — June 30, 1987



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

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6/87



## **MINNEAPOLIS PUBLIC SCHOOLS**

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

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# 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**

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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.

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# 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 twenty-five (25) 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.

**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, 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.

## 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, 1985, through June 30, 1986, and Schedule B, page 32, and shall be part of this Agreement for the period July 1, 1986, through June 30, 1987.

**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.

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.

*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.

#### **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 33-36, 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. Bilingual/bicultural teachers who do not have a recognized baccalaureate degree shall be paid according to the B.A. lane less \$300.00 at each step.

**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. 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. Single Coverage:* 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. The plans will be Group Health, Inc. and Physicians Health Plan.

*Subd. 2. Family Coverage:* 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 and who qualify for family coverage, the Board of Education's contribution for family coverage will be \$275. Additional premium costs in excess of the Board of Education's contribution shall be borne by the teacher and paid by payroll deduction.

*Subd. 3.*

- 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. 4. Enrollment from Leaves of Absence:* Subd. 1, 2, & 3 shall apply to all teachers including those returning from leaves of absence. Upon return from the leave of absence, the teacher who qualifies may enroll in one of the health insurance plans offered by the Board of Education.

*Subd. 5. 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. 6. 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.

**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.

**Section C. 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 D. 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.

The Board of Education or its designee shall inform the Minneapolis Federation of Teachers of instances where a telephone is used for long distance calls or is otherwise misused and reserves the right to remove telephones.

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

**Section F. 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 G. Retiree Health Insurance:** In school years 1985-86 and 1986-87, teachers who retire at age 55 or who retire with thirty (30) years of service as credited by the MTRFA (Minneapolis Teachers Retirement Fund) shall receive \$400 each year until age 65.

The existing separate interest-bearing fund shall be maintained by the Board of Education by a contribution made in the amount equal to \$25 for each full-time equivalent regular contract teacher employed as shown in the official count of staff. Under no circumstances will the liability of the Board of Education exceed the amount resulting from this formula. Checks will be mailed each year October 1. The balance from the 1984-85 fund shall be rolled over after payment has been made to 1983-84 and 1984-85 retirees.

This provision shall terminate on June 30, 1987 unless otherwise negotiated by the parties. In the event this provision is terminated and monies remain in the fund, those unallocated reserves shall continue to be distributed to eligible retirees on a yearly basis until the fund is depleted.

## 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 U and Z, 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.

#### **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 P 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.

**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, bannered 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.

**Section E. 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 F. 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 G. 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 H. 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 I. 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 J. 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 K. 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 physicians'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 L. 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.

**Section M. 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.

**Section N. 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 O. 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 P. 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, grandparents, grandchildren, mother or father-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 Q. 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 R. 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. 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. 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 provided 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.

*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.

### **Section S. 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 T. 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 U. Study — Leave of Absence:** 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.

**Section V. 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 W. 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 W) 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. Additional Leaves:* Effective school year 1985-86, any teacher may apply for a sabbatical leave of one-half year at full pay, based on unused sick leave. Such applications shall be subject to all the terms and conditions of any other leave granted under this Section, except that such leaves shall not be included in the limitations contained in Subdivisions 1 (no seven year requirement) and 3 of this Section. Such leaves shall be granted only if, on the date the sabbatical leave is scheduled to begin, the teacher (1) has unused sick leave equal to the number of duty days of the requested sabbatical leave, and (2) will have a minimum of 15 sick leave days remaining following the sabbatical leave. This sabbatical leave shall be charged to unused sick leave.

#### **Section X. 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.

## ARTICLE XI

### LENGTH OF TEACHER'S DAY

**Section A. Definition:** The normal work day of teachers will be no longer than 7¾ 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. A joint committee composed of an equal number of representatives and co-chairs appointed by the Superintendent of the school district and the President of the Minneapolis Federation of Teachers shall determine the most educationally sound way of providing the additional weekly amount of fifty (50) minutes of preparation time within the defined student day. The decision of the committee shall be made by February 3, 1986.

**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).

## ARTICLE XII

### LENGTH OF THE SCHOOL YEAR

**Section A. Teacher Duty Days:** The number of duty days for teachers during the 1985-86 school year shall be 184. The number of duty days for teachers during the 1986-87 school year shall be 184. The calendars of teacher duty days are noted on page 78.

**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.

## **ARTICLE XIII**

### **HOURLY RATE EMPLOYEES**

**Section A. Assignments:** Effective the 1974-75 school year, no new 16-17-18-19 hour per week assignments will be permitted. Employees may be assigned fifteen (15) hours per week or less, but no fringe benefits will be provided. Exceptions may be permitted for special program needs as approved by the Associate Superintendent.

**Section B. Fringe Benefits:** Hourly rate employees 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, with membership in the teachers' retirement fund program optional on the part of the employee. Long-Term Disability insurance is not provided.

**Section C. Adult Basic and Continuing Education:** Teachers who work twenty (20) hours per week or more in these programs shall work under a calendar providing for two (2) paid duty days during the fall conference for teachers and a paid Friday after Thanksgiving.

## **ARTICLE XIV**

### **DRIVER EDUCATION TRAINERS**

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

## **ARTICLE XV**

### **SEVERANCE PAY PLAN**

Effective July 1, 1985, 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 thirty-five (35) 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 severance pay has been disbursed, the balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

The severance 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, provided the qualifications for severance pay as described in this Article are met.

The severance pay shall be disbursed to teachers by August 1 unless teachers request that it be paid in January of the following year or in two equal installments. One of the two equal installments would be paid by August 1 and the other installment would be paid in January of the following year.

## **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 exceeded 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.

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.

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

**1. Grade Reorganization or Boundary Change**

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

In the case of a combination of all or part of faculties from two (2) or more schools, the faculties of those schools shall be considered as one 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.
- 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 possible in the department.
- 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 by 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" because of budgetary limitations or declining enrollment shall have such rights to vacancies in comparable positions as do teachers being displaced from a specific school unit as outlined in B2. If there are no vacancies available in comparable programs or special assignments, the person may then apply seniority within the bargaining unit to the subject or department in which the majority of teaching time was spent for selection from the vacancy list as outlined in A4. The subject or department will be based on where the majority of teaching time was spent during the three (3) years prior to being transferred to special program or assignment.

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.

## 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.

#### **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. Such reimbursement shall not include: (1) loss of, damage to or destruction of personal vehicles; (2) personal property that is stolen unless the theft accompanies a personal assault upon the teacher. 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.

## 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, 1985, through June 30, 1987, 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, 1987. It is further agreed that, following such notice of intent, negotiations will begin on March 1, 1987 or at the request of either party and that negotiations shall continue on a regular basis with the goal of reaching agreement on the 1987-89 contract prior to August 1, 1987.

**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.

## Schedule "A"

### Teachers' Salary Schedule (Effective 7/1/85 to 6/30/86)

Step	II B.A.	III B.A.+15	IV B.A.+30	Va B.A.+45	Vb M.A.	Via B.A.+60	Vib M.A.+15	VII M.A.+30	VIII M.A.+45	IX Dr. Deg.
2										
3										
4	17,418	17,868	18,215	18,877	18,877	19,402	19,402	19,918	20,441	20,905
5	18,227	18,634	19,034	19,792	19,792	20,375	20,375	20,957	21,546	22,034
6	19,099	19,423	19,933	20,809	20,809	21,421	21,421	22,034	22,646	23,139
7	20,109	20,397	20,927	21,952	21,952	22,578	22,578	23,214	23,841	24,436
8	21,288	21,481	22,034	23,022	23,022	23,819	23,819	24,451	25,018	25,706
9	22,270	22,587	23,177	24,083	24,083	24,886	24,886	25,565	26,332	27,024
10	23,391	23,758	24,348	25,431	25,431	26,324	26,324	26,884	27,644	28,471
11	24,606	24,974	25,595	26,943	26,943	27,666	27,666	28,263	29,089	29,876
12	27,393	27,807	27,961	28,329	28,329	29,051	29,051	29,803	30,490	31,389
13			30,018	30,305	30,305	30,932	30,932	31,700	32,546	33,262
14				33,209	33,209	33,948	33,948	34,102	34,222	35,062
15					34,390		36,056	36,690	37,863	38,829
20th year	27,893	28,307	30,518	33,709	34,890	34,448	36,556	37,190	38,363	39,329
25th year	28,393	28,807	31,018	34,209	35,390	34,948	37,056	37,690	38,863	39,829

**Schedule "B"**

**Teachers' Salary Schedule  
(Effective 7/1/86 to 6/30/87)**

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.
2										
3										
4										
5	19,157	19,585	20,004	20,801	20,801	21,414	21,414	22,026	22,645	23,158
6	20,073	20,414	20,949	21,870	21,870	22,514	22,514	23,158	23,801	24,319
7	21,135	21,437	21,995	23,071	23,071	23,729	23,729	24,398	25,057	25,683
8	22,374	22,577	23,158	24,196	24,196	25,033	25,033	25,698	26,294	27,017
9	23,406	23,738	24,359	25,311	25,311	26,155	26,155	26,869	27,675	28,403
10	24,584	24,970	25,590	26,728	26,728	27,666	27,666	28,255	29,054	29,923
11	25,861	26,248	26,900	28,318	28,318	29,076	29,076	29,704	30,573	31,400
12	28,790	29,225	29,386	29,774	29,774	30,533	30,533	31,323	32,045	32,990
13			31,549	31,850	31,850	32,509	32,509	33,316	34,206	34,958
14				34,902	34,902	35,679	35,679	35,842	35,967	36,850
15					36,144		37,894	38,562	39,794	40,809
20th year	29,290	29,725	32,049	35,402	36,644	36,179	38,394	39,062	40,294	41,309
25th year	29,790	30,225	32,549	35,902	37,144	36,679	38,894	39,562	40,794	41,809

**SCHEDULE "C"**  
**EXTRACURRICULAR PAY SCHEDULE**

Assignment	Effective 7/1/85 to 6/30/86	Effective 7/1/86 to 6/30/87
Badminton .....	1,710	1,797
Baseball Coach .....	2,766	2,907
Sophomore Coach, boys		
Junior Varsity, girls .....	1,710	1,797
Basketball-Boys & Girls .....	3,413	3,587
Sophomore Coach .....	2,396	2,518
Cross Country Coach — Boys & Girls .....	1,710 <sup>1, 2</sup>	1,797 <sup>3, 4</sup>
Football Coach .....	3,413	3,587
1st Assistant .....	2,396 <sup>1, 2</sup>	2,518 <sup>3, 4</sup>
"B" Squad .....	1,710 <sup>1, 2</sup>	1,797 <sup>3, 4</sup>
Sophomore Coach .....	1,710 <sup>1, 2</sup>	1,797 <sup>3, 4</sup>
Additional Assistant .....	1,546 <sup>1, 2</sup>	1,625 <sup>3, 4</sup>
Golf Coach-Boys & Girls .....	1,710	1,797
Gymnastics Coach-Boys & Girls .....	2,766	2,907
Assistant Coach .....	1,710	1,797
Hockey Coach .....	3,413	3,587
Junior Varsity Coach .....	2,396	2,518
Skiing Coach-Boys & Girls .....	1,901	1,998
Soccer Coach .....	2,766	2,907
Assistant Coach .....	1,710	1,797
Softball Coach .....	2,766	2,907
Assistant Coach .....	1,710	1,797
Swimming Coach-Boys .....	2,766	2,907
Assistant Coach .....	1,710	1,797
Swimming Coach-Girls .....	2,766 <sup>2</sup>	2,907 <sup>4</sup>
Assistant Coach .....	1,710	1,797
Tennis Coach-Boys .....	1,710	1,797
Tennis Coach-Girls .....	1,710 <sup>1, 2</sup>	1,797 <sup>3, 4</sup>
Track Coach-Boys .....	2,766	2,907
Assistant Coach .....	1,710	1,797
Track Coach-Girls .....	2,766 <sup>1, 2</sup>	2,907 <sup>3, 4</sup>
Assistant Coach .....	1,710 <sup>1, 2</sup>	1,797 <sup>3, 4</sup>
Volleyball Coach-Girls .....	2,766	2,907
Junior Varsity Coach .....	1,710	1,797
Wrestling Coach .....	2,979	3,131
Assistant Coach .....	2,067	2,172
Debate Coach		
At least 8 students and at least		
10 rounds .....	985	1,035
Less than 16 students and		
20 rounds .....	1,183	1,243
Less than 16 students and		
50 rounds .....	1,382	1,452
Less than 16 students and at least		
100 rounds .....	1,576	1,656
More than 15 students and at least		
20 rounds .....	2,381	2,502
More than 15 students and at least		
50 rounds .....	2,570	2,701
More than 15 students and at least		
100 rounds .....	2,766	2,907

**SCHEDULE "C" (continued)**  
**EXTRACURRICULAR PAY SCHEDULE**

Assignment	Effective 7/1/85 to 6/30/86	Effective 7/1/86 to 6/30/87
Assistant Debate Coach		
1st Assistant—more than 16 students .....	1,576	1,656
2nd Assistant—more than 32 students .....	1,576	1,656
N.F.L. Congress (3 schools only).....	370	389
N.F.L. Sponsor (3 schools only) .....	229	241
Drama		
Full Length Stage Production (One per school annually) .....	1,135	1,193
Full length play (two per year) .....	1,135	1,193
Assistant.....	569	598
District One Act Plays .....	229	241
School One Act Plays (two per school annually) .....	229	241
Homecoming Show .....	150	158
Speech		
1 to 10 Entries.....	448	471
11 to 20 Entries .....	915	962
21 to 30 Entries .....	1,364	1,434
31 to 45 Entries .....	1,820	1,913
Over 45 Entries .....	2,729	2,868
National Entries (3 schools only) .....	229	241
District Speech, Debate, Play Contest .....	229	241
Region Speech, Debate, Play Contest .....	332	349
School Patrol (Elementary) .....	536	563
Faculty Athletic Manager .....	3,775	3,968
Equipment Manager .....	3,067	3,223
Cheerleading Advisor.....	985	1,035
Dance Line Advisor .....	985	1,035
Annual		
Over 1600 students .....	1,979	2,080
Under 1600 students .....	1,774	1,864
Lock & Locker Management —		
Senior & Junior High		
Under 800 students.....	458	481
800-1200 students.....	511	537
1200-1600 students.....	569	598
1600-2000 students.....	615	646
Over 2000 students .....	701	737
Intramural Sports-Senior & Junior High		
Less than 800 students .....	5,140	5,402
800 or more students .....	5,604	5,890
Math Team Coach .....	673	707
Music		
Senior High .....	1,553	1,632
Junior High .....	1,152	1,211
Individual, Senior High .....	1,041	1,094
Individual, Junior High .....	766	805
Creative Writing-Senior & Junior High .....	584	614
Clubs-Junior High .....	2,240	2,354

**SCHEDULE "C" (continued)**  
**EXTRACURRICULAR PAY SCHEDULE**

Assignment	Effective 7/1/85 to 6/30/86	Effective 7/1/86 to 6/30/87
Audiovisual		
Senior High .....	1,049	1,102
Junior High .....	962	1,011
Stage Management-Senior & Junior High .....	828	870
**Service Assignments (other than athletics) for Senior & Junior High		
Afternoon (home) .....	16.62	17.47
Afternoon (away) .....	18.45	19.39
Evening .....	27.66	29.07
**Music (other than athletics) Senior & Junior High		
Afternoon .....	32.80	34.47
Evening .....	63.07	66.29
School Newspaper		
(per High School) .....	2,381	2,502
(per Junior High-Max.) .....	1,183	1,243
Teacher Coordinator, Elem.		
Evening Activities, per event .....	50	52.55

<sup>1</sup>\$47.28 per full day for coming back prior to the start of the school year for teachers.

<sup>2</sup>\$23.64 per half day for coming back prior to the start of the school year for teachers.

<sup>3</sup>\$49.69 per full day for coming back prior to the start of the school year for teachers.

<sup>4</sup>\$24.85 per half day for coming back prior to the start of the school year for teachers.

\*\*Arrangements for service assignments for extracurricular pay must be made at least fifteen days in advance of the beginning of the assignment. Arrangements must be made with the building principal who will forward the application to the Operations office for approval.

Middle School Designation: If a school has at least one-half (1/2) of the grades at the Junior High level, then the total school shall be treated as a Junior High School.

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

## RESERVE TEACHER SALARY SCHEDULE

<i>Long Call Monthly Rate</i>		
Step	Effective 7/1/85-6/30/86	Effective 7/1/86-6/30/87
<b>Non-Degree</b>		
1 & 2	\$1,389.00	\$1,460.00
3	1,411.00	1,483.00
4	1,428.00	1,501.00
5	1,468.00	1,543.00
6	1,492.00	1,568.00
<b>Degree</b>		
1 & 2	1,553.00	1,632.00
3	1,608.00	1,690.00
4	1,633.00	1,716.00
5	1,710.00	1,797.00
6	1,806.00	1,898.00
<i>Short Call Daily Rate</i>		
	Effective 7/1/85-6/30/86	Effective 7/1/86-6/30/87
<b>Non-Degree</b>		
First 125 Days	\$57.68	\$60.62
After 125 Days	61.73	64.88
<b>Degree</b>		
First 125 Days	61.73	64.88
After 125 Days	65.19	68.51

## HOURLY FLAT RATE PAY SCHEDULE

Effective 7/1/85-6/30/86, the hourly flat rate will be \$15.76.  
 Effective 7/1/86-6/30/87, the hourly flat rate will be \$16.56.

## COMMUNITY CENTER TEACHERS SALARY SCHEDULE

<i>SECONDARY</i>		
	Effective 7/1/85-6/30/86	Effective 7/1/86-6/30/87
<b>Fall (10 weeks)</b>		
2 Evenings	\$1,806.00	\$1,898.00
1 Evening	1,017.00	1,069.00
<b>Winter (10 weeks)</b>		
2 Evenings	1,616.00	1,698.00
1 Evening	884.00	929.00
<b>Spring (8 weeks)</b>		
2 Evenings	1,379.00	1,449.00
1 Evening	732.00	769.00
<i>ELEMENTARY</i>		
Per School Year	3,950.00	4,151.00

## **RADIO-T.V. TEACHERS**

### **Compensation Schedule — Effective 7/1/85-6/30/86**

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 \$57.34 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 \$57.34 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 7/1/86-6/30/87 the \$57.34 base pay rate will be \$60.27. 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

Louise A. Sundin

President

Norman A. Moen

Teacher Negotiator

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

Joy M. Davis

Chairperson, Board of Education

John A. O'Neill

Board Negotiator

Dated this 27th day of August, 1985

## **SECTION II**

**POLICIES ADOPTED  
BY THE  
BOARD OF EDUCATION**

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

## **GENERAL PERSONNEL POLICY STATEMENT**

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

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

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

## **TYPES OF EMPLOYEES**

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

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

## **DUTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

## **OTHER POLICIES**

### **RESIDENCY**

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

# EMPLOYMENT

## Equal Employment Opportunity Policy

### *Compliance*

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

### *Coverage*

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

### *Implementation*

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

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

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

## SELECTION

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

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

### **Application Process**

A candidate must complete and submit the regular application form. When credentials (placement file), transcripts and references are received, a composite evaluation is made by the proper personnel administrator and curriculum consultant whenever possible. An applicant who is recommended for an interview is invited to meet with administrative staff members appointed by the Superintendent of Schools.

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

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

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

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

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

### **Licensure**

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

#### *Elementary Teachers*

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

#### *Secondary Teachers*

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

### **Former Minneapolis Teachers**

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

### **Physical Examination**

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

### **Tuberculin Test**

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

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

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

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

## **Psychiatric Examinations**

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

## **Documentation**

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

## **QUALIFICATIONS**

### **Counselors**

1. A valid license to teach in the public schools in Minnesota, based upon a bachelor's degree from an accredited teacher preparation institution.
2. The applicant must be licensed as a counselor before he/she is appointed to a counseling position.
3. A master's degree, or its equivalent (45 quarter hours of graduate work taken beyond the bachelor's degree) from institutions approved by the State Board of Education to give graduate courses in the areas listed below. At least one course, or its equivalent, acceptable for graduate work, will be required in each of the seven areas listed below, not more than six credits of which may have been taken as an undergraduate:
  - a. Principles and practice in guidance.
  - b. Personality structure and mental hygiene.
  - c. Measurement and research methods.
  - d. Appraisal techniques.
  - e. Occupational and training information and material.
  - f. Counseling procedures.
  - g. Practice in guidance and counseling.

At least one graduate course must be chosen from the following areas:

- (1.) Group guidance.
  - (2.) Organization and administration of guidance services.
  - (3.) Psychology of learning.
4. At least one year of successful teaching experience (Minneapolis prefers three years or more).
  5. Minimum of one year of cumulated work experience outside of education (two or more years of experience in several occupational areas preferred).
  6. Candidate must, in lieu of the complete requirement listed under item number three above, have been accepted in the graduate program for counselors in an institution approved for counselor education in order to be processed.

### **School Social Workers**

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

#### **1. SCHOOL SOCIAL WORKER I**

- a. Minimum requirements for licensure as School Social Worker I valid for two years:
  - (1) Completion of a bachelor's degree program approved by the State Department of Education from a regionally accredited college or university with a major or its equivalent in social work, social welfare, pre-social work, sociology, psychology, or cultural anthropology, and
  - (2) Two years of satisfactory experience in a social work or social welfare position in a social service agency.
- b. Renewal of the School Social Worker I licensure is contingent upon two years of satisfactory experience as a school social worker under the supervision of a person who possesses licensure as a Social Worker II.

## 2. SCHOOL SOCIAL WORKER II

- a. Minimum requirements for licensure as School Social Worker II, valid for two years:
  - (1) A master's degree in social work from a program approved by the State Department of Education and accredited by the Council on Social Work Education with one year of field work in a school setting, or
  - (2) A master's degree in social work from a program approved by the State Department of Education and accredited by the Council on Social Work Education with one year of experience in school social work, or
  - (3) A master's degree in social work from a program approved by the State Department of Education and accredited by the Council on Social Work Education with two years of experience in social work.
- b. Renewal is contingent upon two years of satisfactory experience as a school social worker.

### **Special Education Teachers**

Teachers of speech correction, mentally retarded, deaf and hard of hearing, visually handicapped, crippled, and others with special learning difficulties are required to have a Minnesota State license for the specific field in addition to a license valid for teaching in the elementary or the secondary schools.

Teachers of the mentally retarded, hearing impaired, visually handicapped and physically handicapped are required to have a Minnesota State license for elementary or secondary schools. Speech Therapists need State licensing for their specific field, but need not be licensed in either elementary or secondary teaching. Teachers of children with special learning and behavior problems (formerly special learning disabilities) must be licensed to teach in the elementary schools and be working toward licensure in their specific field.

### **Vocational Teachers**

Qualifications for vocational teachers shall be those in the Minnesota State Plan for Vocational Education as adopted by the Minnesota State Board of Education.

### **Media Personnel**

The term "educational media specialists" as used herein shall include licensed Media Generalists, Media Supervisors and Librarians who are working toward media licensure. Media Generalists and Media Supervisors are qualified to work at a specialized professional level in both print and non-print areas (library science, audiovisual education, and other emerging instructional technologies) in an elementary or secondary school or in a school district.

#### 1. EDUCATIONAL MEDIA GENERALISTS

Any person working more than half time as a specialized professional responsible for programs of instruction in both print and non-print areas shall hold a license as a Media Generalist. Minimum requirements for licensure as a Media Generalist, valid for two years, are:

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

#### 2. EDUCATIONAL MEDIA SUPERVISORS

Any person working at a specialized professional level in both print and non-print areas, who is responsible for the administration of a media program and for the direction or

supervision of the work of other professional personnel shall hold the Media Supervisor license. Minimum requirements for licensure as a Media Supervisor, valid for two years, are:

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

## EVALUATION

### **Short-Call Reserve Teachers**

On the third day of the short-call reserve teacher's service, the principal shall be asked for an evaluation of the reserve teacher's work. This shall be submitted on the required Reserve Teacher's Report Form. After five evaluations are obtained on a short-call reserve teacher, generally no further request is made of the principals for evaluation in any one school year.

### **Long-Call Reserve Teachers**

If the reserve teacher clerk has been notified of the termination date of the service of a long-call reserve teacher, the principal shall be requested to submit an evaluation record on the Reserve Teacher's Report Form before the reserve teacher call is terminated. If the reserve teacher clerk has not been informed of the termination date, the principal will be asked to submit an evaluation as soon after the termination of the call as is possible.

## COMPENSATION

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

### **Payment for Consulting Teachers**

Any teacher who acts as a consulting teacher for a student teacher from an accepted training institution shall receive fees established by contracts between the Board of Education and the teacher training institutions (providing payment has been authorized by the training institution).

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

### **Payment for Demonstration Lessons**

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

## ASSIGNMENTS

### **Appointment to a Position**

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

### **Non-Contract Teachers**

Non-contract teachers whose positions are eliminated shall be referred in order of system-wide seniority for consideration for other openings in the field in other schools. Loss of seniority would come only with a break in employment.

For any regular contract teaching positions which become available those qualified, licensed, contract or non-contract teachers already employed shall be given first consideration.

### **Seniority: One Year Contracts**

Teachers hired on one year contracts shall maintain seniority position based on the most recent period of continuous service under a one year contract.

### **Change of School Building Assignment**

Any teacher required to transfer to a different school building during a school year shall be eligible for one (1) duty day free of students to effect such transfer.

When an entire building is moved to a new facility during a school year, additional days shall be provided as needed and approved by the Operations Superintendent.

### **Nepotism**

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

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

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

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

### **Exchange Teaching**

#### **Observation Time Allowance**

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

#### **Speaking Engagements**

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

#### **Privileges and Benefits**

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

### **Temporary and Part-Time Assignments**

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

### **Temporary and Part-Time Personnel**

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

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

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

### **Summer and Evening School Assignments**

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

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

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

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

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

### **Community Center Teachers**

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

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

### **Reserve Teachers**

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

#### **Selection and Employment**

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

#### **Elementary Reserve Teachers**

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

### Secondary Reserve Teachers

Reserve teachers in the secondary schools must have a minimum of a bachelor's degree from an accredited teacher training institution. If the license was granted before March 1, 1951, the teacher must have had at least 15 semester hours of professional education. Teachers applying for licenses after March 1, 1951, must have had at least 18 semester hours in professional education for teaching. Reserve teachers must have a major or minor in the subjects for which they apply.

### Licensure and Medical Report

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

### Hours, Availability

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

### Length of Reserve Teacher's Day

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

### Special Area Reserve Teachers

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

### Retired Teachers

Retired Minneapolis Public School teachers may apply for reserve teaching. Total employment shall not exceed \$3,000 in any academic year.

### Types of Assignments

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

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

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

### Retirement Fund

Reserve teachers are eligible for membership; however, they have the option of not joining. Any teacher who formerly was a member of the Minneapolis Teachers Retirement Fund, upon returning to active status must rejoin the fund. Reserve teachers shall become members or sign an application requesting exemption from membership as soon as they are eligible to become members of the association. Exemption from membership may continue for a maximum of five years.

### Responsibility for Calling Reserve Teachers

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

### Age Limitation

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

### Release of Reserve Teacher

Long-term reserve teachers acquire some claim to tenure rights, as indicated in the following legal reference: 125.17 NOTE 5. Reserve and Part-Time Teachers.

The employment of reserve teacher who was required to keep herself in constant readiness to go to any school in the city when called upon to do so, and who could therefore take no other job, was not "casual" but was "regular" within meaning of Teachers Tenure Law and teacher was entitled to benefits thereof, 202 Minn. 102 (1938).

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

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

## WORKLOAD AND SUPPORTIVE SERVICES

### Class Size

**Elementary Schools — Grades Kindergarten, One, Two and Three**  
Beginning with the 1970-71 school year, no self-contained classroom units in grades kindergarten, one, two, and three shall exceed twenty-nine (29) pupils.\*

In an elementary school with one session of kindergarten the maximum class size policy will be exceeded by three pupils before an additional session will be added. If the kindergarten class size exceeds the policy in schools with one session of kindergarten, a minimum of one hour daily of paraprofessional assistance will be added.

#### \*Exceptions

Exceptions shall not occur in more than five percent (5%) of the self-contained classroom units in grades kindergarten, one, two and three. All exceptions to the self-contained classroom unit size of twenty-nine (29) in grades kindergarten, one, two and three shall be discussed with members of the faculty advisory committee of that particular school within five (5) school days.

Professional assistance will be added within ten (10) school days in the event class size in any self-contained classroom unit in grades kindergarten, one, two and three exceeds the maximum of twenty-nine (29) pupils.

**Elementary Schools — Grades Four, Five and Six**  
Beginning with the 1970-71 school year, no self-contained classroom units in grades four, five and six shall exceed thirty-five (35) pupils.\*

#### \*Exceptions

Exceptions shall not occur in more than two percent (2%) of the self-contained classroom units in grades four, five and six. All exceptions to the self-contained classroom unit size of thirty-five (35) in grades four, five and six shall be discussed with members of the faculty advisory committee of that particular school within five (5) school days. Professional assistance will be added within ten (10) school days in the event class size in any self-contained classroom unit in grades four, five and six exceeds the maximum of thirty-five (35) pupils.

**Target Area (Chapter I) Schools — Grades Four, Five, Six**  
Beginning with the 1970-71 school year, no self-contained classroom units in grades four, five and six in schools eligible for Chapter I funds (Target Area Schools) shall exceed thirty-three (33) pupils.

**Elementary Programs — Other Than Self-Contained Classrooms**  
In those elementary programs which do not utilize the self-contained classroom procedure (team teaching, departmentalization, open school, etc.), the ratio of students to licensed teaching personnel shall not exceed the established maximum for the particular grade and/or age level involved.

## Secondary Schools

Beginning with the 1971-72 school year, each secondary school will be allotted classroom instructional personnel\* at a rate of at least 39 per 1,000 pupils in average daily membership. Special consideration will be given to the needs of inner-city schools to provide a more favorable ratio of classroom instructional personnel.

New forms of scheduling may require a range of class size. Reasonable and equitable class size consistent with the educational goals of each school shall be established with faculty involvement. Efforts should be made to provide assistance or relief for teachers with inordinately large class loads.

\*The following are not included in the count of classroom instructional personnel: principals, assistant principals, intern principals, administrative assistants, assistants to the principal, counselors, social workers, media specialists, special education teachers, release time for department chairperson.

## Pupil-Teacher Ratio

### Elementary

Beginning with the 1970-71 school year elementary schools will be allotted classroom instructional personnel\* at a ratio of at least thirty-eight (38) per 1,000 pupils in average daily membership with full-time kindergarten teachers counted as two (2).

Beginning with the 1971-72 school year, elementary schools will be allotted classroom instructional personnel\* at a ratio of at least thirty-nine (39) per 1,000 pupils in average daily membership with full-time kindergarten teachers counted as two (2). Special consideration will be given to the needs of inner-city schools to provide a more favorable ratio of classroom instructional personnel.

### Secondary

Teacher allotment by school and department will reflect an effort to make teacher-pupil load and class size more equitable insofar as scheduling variations in school programming permits. In addition, individual teacher schedules shall be established which provide for more equally distributed class and pupil loads throughout the day.

Teachers shall be assigned daily no more than five (5), 56 minute instructional periods and a homeroom period.

Exceptions to these assignments must have the annual concurrence of the teacher or the majority of the teachers directly involved.

In making teacher assignments, the number of separate preparations for any one teacher should not exceed three in any one instructional day. Achievement grouping within a specific course shall not be interpreted as separate preparations. Exceptions will be made for teachers who desire more than three preparations. Under exceptional circumstances the principal may request that teachers accept assignments of more than three preparations. In such cases, the teacher may be relieved of homeroom duties or some other suitable adjustment may be made.

Individual teacher schedules which require four consecutive conventional instructional period assignments without a break for lunch or intervening preparation period shall be avoided. Exceptions may be made for teachers who desire this type of assignment and those who are assigned two hour classes.

A teacher of specialized subjects may be required to have more than three (3) preparations in one instructional day if there is not sufficient student enrollment in individual courses to establish a maximum of three (3) preparations for that teacher.

It is recognized as a goal that the assignment of teachers to lunchroom supervision, building patrol, study hall supervision, or other non-instructional duties should be kept at a minimum. Qualified personnel shall be employed to perform these duties within budgetary limitations. Teachers shall not be required to dispense medication to students.

## Per-Pupil Allotment

The annual allotment of money per pupil shall generally reflect the current cost and specific requirements of changing school conditions. Teachers shall share with the principal in the determination of the school budget and help in the establishment of priorities. A

representative faculty committee shall be provided all available information and materials at least three weeks prior to the school's budget deadline so that the committee can make recommendations.

### **Elementary**

A fund shall be made available to each elementary school principal from which teachers may recover incidental expenses incurred in purchasing classroom supplies.

### **Secondary**

A fund shall be made available to each department from which teachers may recover incidental expenses incurred in purchasing classroom supplies.

\*The following are not included in the count of classroom instructional personnel: principals, assistant principals, intern principals, school social workers, media specialists, special service teachers, and special teachers of the mentally retarded.

## **Preparation Time**

The normal work day of regular classroom elementary teachers will be seven and three-quarters (7¾) hours, including one-half hour duty free lunch period, five and one-quarter hours of direct classroom teaching, one-half hour preparation time within the defined student day, and one and one-half hours of additional assigned duty time.

It is the intent of the Minneapolis elementary schools to continue to employ specialists in vocal music instruction, art, physical education, media, and other areas to serve the elementary schools. The intent of employing these specialists is to provide quality instruction in specialized areas for elementary age children, to relieve elementary teachers of the necessity for preparation in some subject areas.

A sufficient number of specialists will be assigned to provide an average of five one-half hour preparation periods per week for each teacher of a self-contained special education class, whose teaching day is similar in length to a regular elementary classroom teacher's day. Each preparation period shall be provided within the established student day. Special education teachers assigned to positions in "special stations," which have a variety of schedules, shall receive comparable preparation time as arranged with the appropriate consultant and/or coordinator.

Every effort will be made to provide qualified reserve teachers for specialists who are absent.

All specialist teachers whose teaching day is similar in length to a regular classroom teacher's day shall be provided an average of five one-half hour preparation periods per week within the established student day.

The preparation periods shall be in addition to the duty-free lunch period. This time should be free from specific assigned duty but is to be considered duty time for teachers. It is to be used for planning, preparation and other activities related to the instructional program, and for meeting with students and/or parents and citywide committee participation, according to the judgment of the teacher.

(Release time is assumed to be part of the established student day.)

Every effort shall be made to assign teachers to the grade level of their choice. If this is not possible with a teacher's initial assignment in a building, every effort shall be made to assure the fair movement of said teacher to the desired assignment as positions become available. No change in a teacher's grade assignment within a building shall be made without prior discussion between the principal and the teacher. In the event there is a grade assignment that no teacher chooses to assume, a yearly rotation system shall be established to cover the assignment.

It is recognized as a goal that teachers should not be assigned lunch room supervision, building patrol, recess duty or the dispensing of medication. Qualified personnel shall be employed to perform these duties within budgetary limitations.

### **Loss of Preparation Time**

Every effort will be made to provide qualified reserve teachers for teachers who are absent.

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

## **Supportive Services — Elementary Specialists**

The weekly assignment of elementary specialists shall not exceed the equivalent of forty-five (45) thirty (30) minute periods.

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

If a teacher must travel from one school to another during the teaching day the weekly assignment shall be reduced by one (1) thirty (30) minute period for each day required for travel.

## **Elementary Specialist Teacher's Facilities**

Whenever possible, within the existing physical setting, the elementary specialist teacher shall be provided a separate room for their instructional program. Where this is not possible such teacher shall be provided with a desk, where necessary shared with other teaching specialists, in at least a semiprivate area with working space where materials may be left. In addition such teacher shall have sufficient, secure space designated for the purpose of storing equipment and personal items.

## **Kindergarten Parent-Teacher Conference Time**

Annual conference time for kindergarten teachers shall be provided in the following manner:

1. Full-time teachers shall be provided with three (3) days for parent conferences; two (2) days shall be the same release times as allocated to all other elementary classroom teachers, and one (1) additional day of reserve teacher time shall be provided.
2. Half-time teachers shall be provided with one and one-half (1½) days for parent conferences; one (1) day shall be the same release time as allocated to all other elementary classroom teachers, and one-half (½) additional day of reserve teacher time shall be provided.

## **Montessori**

Leaves of absence without loss of pay for up to five days may be granted to teachers assigned to Montessori programs for the purpose of completing advanced Montessori certification that may be required by the District for teachers of students ages 6-12. Such leaves shall not be deducted from sick leave. Such leaves shall be granted only until such times as such training for certification is available in Minnesota.

## **Release for School Patrol Director**

In those schools which observe a "recognition day" for patrols, release time shall be provided the director of the program, if necessary, so that he/she may attend.

## **End of School Year Planning**

To better facilitate record keeping, cleanup and general nonteaching assignments that the teacher is responsible for at the end of the school year, schools may, upon the joint recommendation of the faculty and the principal and with the approval of the appropriate superintendent and within the State Department of Education regulations, adopt adjusted schedules for the last two days of the school year.

The schedule may be adjusted to include two additional school days within the final week for those schools on a final examination schedule with approval of the appropriate superintendent.

## **Paraprofessional Assistance**

The Minneapolis schools shall continue to employ qualified paraprofessional personnel to work under the supervision of licensed professionals. It is understood that licensed personnel are responsible for student behavior.

Whenever it is necessary to assign classroom instructional personnel to such duties as supervision of students in corridors and lunchrooms, paraprofessionals should be assigned to assist in carrying out these supervisory duties.\* Teachers shall have the opportunity, at their option, to be represented in the selection process for paraprofessionals. Teachers shall be consulted before paraprofessionals are assigned to them. Teachers who work directly with paraprofessionals shall have the opportunity to be involved in their evaluation.

\*Not applicable to paraprofessionals funded under Chapter I, E.S.E.A.

### **School Paraprofessionals**

School paraprofessionals shall be utilized in the most effective manner throughout the school system and shall not necessarily be utilized solely in the target area schools.

### **Clerical Time for Senior High School Counselors**

Funds will be placed in the 1971 budget sufficient to provide two full days of clerical time for senior high school counselors beginning January 1, 1971.

### **Clerical Staff for School Social Workers**

The need for assigned clerical assistance for school social workers is recognized. This clerical service will be drawn from the office clerical staff of the individual school building. The administrator in charge will designate qualified clerical staff to serve the needs of the social worker staff. Clerical time for school social workers shall be established at a ratio of at least one day per week per full time social worker.

## **TERMINATION**

### **Compulsory Retirement**

Any teacher who has attained the age of 70 as of June 30 of any year shall be automatically retired and removed from the services of the school system.

### **Notice of Resignation**

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

## **DUTIES AND RESPONSIBILITIES OF TEACHERS**

### **Professional Expectations**

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

Teachers are expected to be in their classrooms or at assigned duties prior to the beginning of their instructional day and after the close of their instructional day. This time is necessary for educational planning, preparation and conferences with students, parents, and faculty members. Teachers whose effectiveness is impaired by a lack of lesson planning

or participation in necessary activities before and after school shall be dealt with as individuals. Rigid duty hours shall not be imposed upon all teachers in order to discipline the few exceptions who take advantage of being treated as professional educators.

Teachers shall:

Be alert at all times to recognize unusual conditions, either mental or physical, in the pupils under their immediate supervision. It is the responsibility of the teacher to continually observe the children for any changes in their behavior which may indicate a need for further study by qualified personnel. Where such conditions are suspected or discovered, proper referral of the child is to be made.

Encourage and promote good attendance. The teacher is authorized to excuse absence for reasons specified by law. Unexcused absence and all cases of persistent absence or tardiness shall be reported to the principal. Keep an accurate record of each pupil's attendance and progress, and make periodic reports to the principal and to parents as determined by the Superintendent.

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

Be accountable for books and supplies issued to their classroom, or to pupils in their classroom, and shall keep such records as may be required to carry out this duty.

## **Emergency Plans**

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

## **Personal Injury to School Personnel**

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

Accidents to employees shall be reported immediately in triplicate on the white report blank No. 036a and sent to the Human Resources department.

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

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

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

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

## **Physical Examination — Employer's Physician**

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

## **Assaults on Teachers**

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

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

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

## **ACTIVITIES**

### **ACADEMIC FREEDOM**

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

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

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

### **PROFESSIONAL GROWTH**

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

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

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

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

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

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

## STAFF DEVELOPMENT TIME

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

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

## SCHOLARSHIPS

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

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

## ORGANIZATIONS

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

## ORGANIZATIONAL MEETINGS

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

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

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

## PROFESSIONAL MEETINGS

### **Basis for Approval of Attendance at Professional Meetings**

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

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

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

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

### **Expenses Allowed**

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

### **Instructions for Requesting Permission to Attend**

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

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

### **Consultants**

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

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

### **Federal and State Aid**

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

### **Final Approval**

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

### **Reports**

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

### **Building and City-Wide Professional Meetings**

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

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

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

## **Local Meetings**

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

## **Conferences, Conventions and Visiting Days**

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

## **Inservice Meetings**

All teacher inservice meetings will be planned and organized by committees which include teacher representatives.

## **Inservice Meetings for Teachers New to the System**

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

## **Travel**

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

## **Travel Expenses Allowance**

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

### **Transportation**

Travel shall be by airline unless otherwise approved by the appropriate superintendent. Such air travel should be planned far enough in advance so that coach or tourist accommodations may be secured. Travel by air (first class) may be approved only upon authorization by the appropriate superintendent.

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

### **Transportation — Airport or Depot**

Airport limousine expense will be allowed to and from the airport. Taxi allowance will be allowed between a depot and the hotel.

### **Transportation — Within Convention City**

It is anticipated that local transportation will normally be available via public transit systems. In most cases conferences are held in the immediate hotel or within a reasonable walking distance. In unusual circumstances, transportation expenses for conference attendance from the hotel may be approved upon authorization by the appropriate superintendent.

## **Food Allowance**

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

## **Hotel Expense**

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

## **Conference Fees**

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

## **Expense Account Reporting**

Hotel bills, travel ticket receipts (or copy), and conference registration receipts are to be submitted with each expense statement.

Expense accounts should be submitted in the following detail:

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

## **PRIVATE TUTORING**

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

## **PUBLICATION OF ARTICLES**

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

## **NON-SCHOOL EMPLOYMENT**

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

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

## **SCHOOL COMMUNITY ACTIVITIES**

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

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

## SOLICITING AND SELLING

### Collections

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

### Agents

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

### Sales in Building

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

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

### Sale of Tickets

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

## TEACHER EXCHANGE PROGRAM

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

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

Participation in the program is on a voluntary basis.

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

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

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

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

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

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

## STUDENT TEACHING

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

### Assignments

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

### Limitations

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

## RELATIONSHIP WITH STUDENTS

### DISCIPLINE POLICY STATEMENT — ELEMENTARY SCHOOLS

A teacher may temporarily remove from his/her classroom by referral to the office any child who in the teacher's opinion is causing serious disruption of the educational process. In the absence of a building administrator, the teacher shall notify the parent and make appropriate arrangements for the child. The teacher shall provide the principal with appropriate information concerning the disruption and before leaving the building, shall provide the principal with a written statement of the problem. The teacher and principal shall confer on the same day, or at the earliest possible time if the principal is out of the building on the day of the incident, and attempt to reach a mutually agreeable solution to the problem.

After the teacher-principal conference, the parent shall be notified and if the teacher and/or principal believes that a conference should be held with the parent(s), such a conference should be arranged. Supportive staff members may be present at such a conference so that maximum information might be gathered concerning the child.

Assuming appropriate arrangements have been made for the child, he/she shall remain out of the teacher's classroom until a conference is held between the teacher and principal or parent(s), teacher and principal. In no case shall this exclusion exceed 3 days. If a mutually agreeable solution is not reached through the teacher/principal conference or the parent/ teacher/principal conference, the teacher may ask that a duly constituted review panel composed of licensed personnel from the building be called to hear the case the day following the conference.

The panel will hear statements from the teacher and the principal involved in the case. The parent(s) should be notified and have the right to appear or send their designated representative to appear at the hearing. The panel will make its decision in private and by secret ballot. The chairperson will count the ballots. The panel's decision for solution shall be binding at the local school level, but shall not be in conflict with existing procedures and policies of the Board of Education. The panel shall make known immediately its decision and findings to the principal, teacher and parent(s). Within 36 hours of its meeting, the panel should prepare a written report to be submitted to the interested parties.

In all cases the right of the child to an education must be protected.

### Recommended Composition of the Panel

The panel shall consist of two classroom teachers elected by the faculty or their alternates, and the social worker who shall be responsible for keeping records of the proceedings. The teacher involved in the particular incident may not serve on the panel.

## DISCIPLINE POLICY STATEMENT — SECONDARY SCHOOLS

A teacher may temporarily remove from his/her class by referral to the office any child who in the teacher's opinion is causing serious disruption of the education process. The teacher shall provide the principal or assistant principal with appropriate information concerning the disruption and before leaving the building shall provide the principal or assistant principal with a written statement of the problem. The teacher and administrator shall confer on the same day and attempt to reach a mutually agreeable solution to the situation.

If the teacher and the administrator believe that a conference with the parent(s) would be desirable, such a conference shall be arranged as soon as possible. If the exclusion from the class is to exceed three days, such a conference shall be mandatory. Supportive staff members may be present at such a conference so that maximum information might be gathered concerning the child.

When the teacher recommends exclusion from his/her class, he/she shall ask that a duly constituted review panel composed of licensed personnel from the building be called to hear the case during the next defined school day. Normally the panel will meet between 3:00 p.m. and 3:45 p.m. The child shall not return to class until the teacher has accepted him back or until the panel has acted.

The panel will hear testimony from the teacher and the administrator involved in the case. The child and his/her designated representative have the right to appear and speak at the hearing. Other witnesses may be called. The panel will make its decision in private and by secret ballot. The chairperson will count the ballots. The panel shall on or before the close of the next school day make known its finding to the administrator, parent, child and teacher involved in the incident. Within 36 hours of the meeting, the panel shall prepare a written report which should be submitted to interested parties.

If the panel recommends that the child not be returned to the teacher's class, the panel shall report its findings directly to the parent and it shall recommend an alternate educational plan for the child. The report of the panel shall be binding at the school building level.

In all cases, the right of the child to an education will be protected.

The panel shall select its own chairperson. It should consist of 5 licensed professionals from the building in which the incident occurred.

The members of the panel shall be selected in the following manner:

1. A member of the pupil personnel team selected by that team to serve for one year.
2. The teacher involved in the incident may select one of his/her colleagues to serve on the panel.
3. The student involved in the incident may select a teacher to serve on the panel. If the child chooses not to appoint a teacher, the administrator may do so.
4. Another administrator from the building shall serve on the panel.
5. The process by which the fifth member of the panel is selected shall be determined by the Faculty Council.

Parents of the child may appear at the hearing.

## INVOLVEMENT WITH PROGRAM

### CURRICULUM

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

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

## BUILDING CURRICULUM COMMITTEES

### *Establishment of Curriculum Committees*

Every school at the discretion of the faculty may have a curriculum committee. The curriculum committee shall be formed by the faculty with the approval of the principal. It is recommended that all departments within a school be represented on the curriculum committee.

### Functions of Curriculum Committees

#### 1. Educational Priorities

It shall be the function of the curriculum committee to work closely with the building administrator(s) in recommending the curriculum priorities of the school.

#### 2. Budget Allocations

The curriculum committee shall work closely with the building administrator(s) in recommending department budget allocations based on needs of individual departments.

#### 3. Master Schedule

A representative of the curriculum committee selected by the curriculum committee shall have the opportunity to participate in or review the preparation of the master schedule in order to assure optimal utilization of individual teacher strengths and preferences.

## ELIMINATING SEXIST AND RACIST CURRICULUM PRACTICES

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

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

## MAINSTREAMING

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

## PROGRAMMING FOR SPECIAL EDUCATION SERVICE

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

## SPECIAL NEEDS PROGRAMS

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

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

## GRIEVANCE PROCEDURE

**Section A. Grievance Definition:** "Grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the Board of Education as to an alleged violation of a policy, rule or regulation of Special School District No. 1.

**Section B. Representative:** The teacher, administrator or Board of Education may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf. Once a representative is designated by the aggrieved teacher, that person selected shall acquire standing in his/her own right under the grievance procedure. Such standing shall specifically include the right to file grievances with respect to the procedures used in the handling of the original grievance.

**Section C. Definitions and Interpretations:**

*Subd. 1. Extension:* Time limits specified in this procedures may be extended by mutual agreement, but if not so extended they must be strictly observed. If an aggrieved party fails to pursue any step within the time limits provided, he shall have no further right to press the grievance.

*Subd. 2. Days:* Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

*Subd. 3. Computation of Time:* In period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

*Subd. 4. Filing and Postmark:* The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

*Subd. 5. Decisions:* All decisions rendered, with the exception of decisions rendered at Level I of this grievance procedure, shall be in writing setting forth the decision and will be transmitted to all parties of interest and to the Minneapolis Federation of Teachers.

**Section D. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board of Education's designee, setting forth the facts and the specific policy, rule, or regulation allegedly violated and the particular relief sought within twenty days after the event giving rise to the alleged grievance occurred.

Written notice by the Board of Education or its designee to a teacher giving of prospective action shall constitute an 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 E. Adjustment of Grievance:** The Board of Education and the teacher shall attempt to adjust all grievances regarding the alleged violation of a policy, rule or regulation 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 teacher with an alleged grievance will first discuss it with the principal or the principal's designated representative, or if the teacher does not have an assigned principal with the immediate supervisor or the immediate supervisor's designated representative with the objective of resolving the matter informally.

b. Filing of Grievance with Principal or Immediate Supervisor. If the aggrieved person is not satisfied with the disposition of the grievance at Level I (a) the teacher may file the grievance in writing with the teacher'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 ten (10) days after written presentation of the grievance to the principal or immediate supervisor, said principal or immediate supervisor shall make a decision and communicate the same in writing on the form prepared for this purpose to the employee presenting the grievance. A copy of the decision shall be forwarded to the Director of Human Resources.

*Subd. 2. LEVEL II: Superintendent's Level.*

a. Filing of Grievance with Superintendent.

If the aggrieved person is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within ten (10) days after written presentation of the grievance the teacher may file the grievance on the form prepared for this purpose with the superintendent within five (5) days after the decision at Level I (b), or fifteen (15) days after the written grievance is presented.

b. Meeting with the Superintendent.

Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent or his/her designee will meet with the aggrieved person in an effort to resolve the grievance.

c. Decision of the Superintendent.

Within ten (10) days after the meeting, the superintendent shall make a decision and communicate the same in writing on the form prepared for this purpose to the employee presenting the grievance. The decision of the superintendent shall be final.

**Section F. General:**

*Subd. 1. Reprisals:* No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

*Subd. 2. 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.

## POLICY CHANGES

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

## PROCEDURES FOR RESERVE TEACHERS

### Requesting a Reserve Teacher

When a teacher is to be absent from his/her assignment and a reserve teacher is required, the following procedure is to be followed for requesting a reserve teacher:

1. Between the hours of 6:00 a.m. and 7:30 a.m., call 627-2000 and place your request.
2. After placing the request for a reserve teacher, the teacher should call his/her principal and indicate that he/she will be absent. Whenever possible, teachers should notify principals in advance when absences can be anticipated. The reserve teacher section of the Human Resources department should also be notified.
3. The reserve teacher section is open from 6:30 a.m.-3:00 p.m., Monday through Friday to provide regular services.

After 3:00 p.m. the reserve teacher section remains open to receive checkouts from reserve teachers and to prepare for the next day's business.

4. Teachers assigned to schools but who do not require reserve teacher service should NOT call the reserve teacher section. The Teacher Attendance Desk should be called after 8:00 a.m. and the absence reported.
5. A teacher is required to inform his/her principal before 3:00 p.m. on the day before the teacher plans to return to duty so that the reserve teacher may be released from the assignment.

Should a teacher fail to follow this procedure and a reserve teacher is provided on the following day, the reserve teacher shall remain in the assignment, and the teacher will forfeit salary for the full day.

## **Adult Basic and Continuing Education**

### **Adult Basic Programs**

Teachers are to call the Adult Basic Education office directly to report their absence and indicate that a replacement is needed. Call should be made as early as possible (office hours 8:00 a.m.-4:30 p.m.)

Clerks in the Adult Basic Education office call reserve teachers who are available for assignments.

When a teacher is ready to return to duty, he/she is to call the Adult Basic Education office the day prior to returning so that the reserve teacher may be released. Failure to do so will result in the loss of salary for the day and the reserve teacher will remain in the assignment.

### **Adult Continuing Education**

Teachers are to call the Continuing Education office directly to report their absence and indicate that a replacement is needed. Calls should be made as early as possible.

Clerks in the Continuing Education office contact individuals who are available to provide coverage for absent teachers. In most instances these are individuals who regularly teach in the Continuing Education program. If these individuals are not available, calls are made to others who have indicated an interest in reserve teacher assignments at the Continuing Education Center.

When a teacher is ready to return to duty, he/she is to call the Continuing Education office the day prior to returning so that the reserve teacher may be released. Failure to do so will result in the loss of salary for the day and the reserve teacher will remain in the assignment.

## **Checking In and Out**

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

## **EDUCATIONAL MEDIA SERVICES**

The Board of Education believes that the media specialist is an integral part of the teaching and learning function. In addition to the traditional functions, they collaborate in the selection of all learning resources, work with teachers in the planning and implementation of curriculum, offer instruction to teachers and students in the use of resources and equipment for production as well as reading, listening and viewing.

The Board of Education will make every effort to continue the high level of media services through the continued employment of media specialists within the financial ability of the Board of Education to do so.

## **CHEMICAL DEPENDENCY POLICY FOR LICENSED PUBLIC SCHOOL PERSONNEL**

1. Chemical Dependency is a progressive, terminal, but treatable illness. It should, therefore, be considered as any other illness is considered under school policy. It is covered by the present sick leave policy and insurance.
  - A. Upon request assistance will be made available to all employees who are concerned about their dependence on alcohol and other drugs.
  - B. It is the responsibility of any employee who is chemically dependent to seek treatment for this illness.

- C. The employee's position, tenure, or promotional opportunities are in no way jeopardized by the employee's request for assistance or treatment.
- 2. Referral to the School Health Service Department shall be made in any situation where an employee has been identified as being unable to perform effectively because of chemical dependency.
  - A. A Chemical Dependency Counselor will always be available to counsel with individuals, where chemical dependency is known or suspected to be a problem.
  - B. The employee and the family will be fully informed as to what is expected and what help is available.
  - C. While alcohol and other drug dependency shall not be accepted as the specific cause for disciplinary action, the School System will not condone continued unsatisfactory job performance nor absenteeism due to chemical dependency.
- 3. Refusal by an employee of prescribed treatment, together with ineffective performance on the job, shall be a basis for disciplinary action that could lead to separation.
- 4. Each employee's case will be handled as promptly, as thoroughly, and as confidentially as possible.

## **SECTION III**

### **ADMINISTRATIVE REGULATIONS**

The administrative regulations and statements of procedure recorded in this section reflect exchanges of opinions and information between the Board's Committee and the Exclusive Representative of teachers.

## PROFESSIONAL GROWTH CREDITS

### I. *Professional Growth Guidelines Committee*

A Professional Growth Guidelines Committee has been initiated in order to recommend guidelines for professional growth in the Minneapolis Public Schools. The membership for this committee will consist of nine (9) members. Four (4) members shall be appointed by the *Exclusive Representative* and four (4) members shall be appointed by the superintendent. The chairperson of the committee shall be designated by the superintendent.

### II. *Professional Growth Committee*

A Professional Growth Committee will consist of fifteen (15) members. Seven (7) members shall be appointed by the *Exclusive Representative* and seven (7) members shall be appointed by the superintendent.

The chairperson of the Professional Growth Committee shall be designated by the superintendent. The committee shall review all proposals for professional growth courses and shall determine the number of credits, if any, which will be awarded.

## PROCEDURE FOR THE DISTRIBUTION OF SUPPLIES FOR ELEMENTARY SCHOOLS

*In response to a request from the Teachers' Council, a statement on supplies follows:*

According to the open-end budget, the principals and teachers decide what supplies are needed. The method of arriving at this decision varies. Sometimes the principals have a single-large meeting; sometimes they have grade level meetings; sometimes teachers make out a list and send it in and the secretary compiles a master list. In many schools there is a dollar limit to the amount that a teacher may spend, and that amount of money is to take care of supplies for the entire year. The remainder is used for the purchase of library books and text books. Much planning is done on a building-wide basis and certain supplies are purchased for common use, thus making it impractical for each teacher to spend the entire amount allocated per pupil for individual classroom supplies.

The distribution of supplies may follow one of several methods. The most common are:

1. All of the supplies for the year are sent directly to the teacher's classroom.
2. Supplies are housed in a central supply room and the teacher requisitions supplies as needed throughout the year.

## PROCEDURE FOR DISTRIBUTION OF SUPPLIES FOR SECONDARY SCHOOLS

*In response to a request from the Teachers' Council, a statement on supplies follows:*

The supply budget for secondary schools, including all forms of supplies and textbooks is distributed on an open budget basis. However, through the Finance Department, guidelines are furnished to each principal based on the historical budget. In other words, the principal is notified approximately what percent of the budget was spent for that department throughout the years. The individual school is free to change these allocations according to need as expressed by the staff. It might, for example, be decided that the machine shop needs a greater share of the money this year and the wood shop a different year. The principle of the open budget is an excellent one and allows the staff some flexibility in meeting the needs of the school.

Distribution of supplies varies according to school, but in general the following three dispositions are made:

1. All supplies come to the office and are signed for by one of the clerks.
2. General supplies, such as paper, pencil, etc., are routed immediately to a supply center from which they are distributed to teachers.
3. Specific supplies, such as live animals for biology or metal for the Industrial Arts Department are routed directly to the classroom after having been checked in by the clerk.

It is common practice for the principal to hold back approximately five to ten percent of the budget so that he might meet any emergency needs which arise the following fall.

## ADMINISTRATIVE PROCEDURES RELATIVE TO THE POLICY ON ACADEMIC FREEDOM

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

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

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

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

1. Notification will be given the school concerning the nature of the proposed conference, citing the teaching materials under question and listing the names of the parents or other visitors who wish to attend.
2. The appointment will be confirmed by the teacher. The teacher may choose to have the principal and other representatives present at the conference.
3. a. If, after the conference, a parent still questions the use of the materials for his/her son or daughter, the school will excuse the student from using these materials and will provide substitutes for which the student may receive full credit.  
b. If, after the conference, a non-parent still questions the use of the materials, he/she may elect to file a Citizen's Request for Reconsideration of a Work and the procedure would then follow Step 5 through Step 8.
4. In cases where questions have not been resolved in a conference, parents may request a visit to the classroom to view the materials in use. Such visits will be restricted to parents whose children are in the classes where the materials are being used. Arrangements with the teacher and the principal must be made at least three school days in advance for such visits. In order to insure that instruction will be minimally disturbed, the number of visitors that may visit a classroom during a period may be restricted.
5. If no solution is reached in the conference or classroom visitation, the principal will request that the complainant fill out the form, Citizen's Request for Reconsideration of a Work.
  - a. If the form is not filled out, the principal will send a written explanation of the incident to the appropriate associate superintendent.
  - b. If the form is filled out, it is sent to the chairperson of the Students' Right to Learn Committee.
6. The chairperson of the Students' Right to Learn Committee will arrange for a hearing of the complaint as soon as possible. In advance of the hearing on the complaint, the chairperson will arrange for the committee to review the pertinent materials. He/she will send out materials to read, provide screening of films, and whatever may be necessary for the committee's knowledge prior to the hearing.

The chairperson will invite to the hearing the complainant, the committee and such other persons as the chairperson deems necessary.
7. The committee, after its hearing, will recommend to the associate superintendent appropriate action.
8. The associate superintendent will notify the complainant and others involved, in writing within five school days after the hearing, of actions taken or contemplated.

### *Requests for Public Viewing*

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

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

### **ADMINISTRATIVE PROCEDURE RELATIVE TO CREDIT FOR LONG-CALL RESERVE TEACHER EXPERIENCE**

Teachers with previous long-call reserve teacher experience in the Minneapolis Public School system applying for credit on the 20th year of service increment on the salary schedule must notify the Human Resources department in writing of such experience so it can be verified. Such salary increase will be made effective the beginning of the payroll period following approval by the Board of Education.

### **ADMINISTRATIVE PROCEDURE RELATIVE TO TEACHER PERFORMANCE**

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

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

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

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

### **ADMINISTRATIVE PROCEDURE RELATIVE TO ADMINISTRATOR PERFORMANCE**

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

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

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

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

# **SECTION IV**

## **OTHER POLICIES OF SPECIAL SCHOOL DISTRICT #1**

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

# **SECTION V**

## **INFORMATIONAL ITEMS**

## **125.17 TEACHER TENURE ACT; CITIES OF THE FIRST CLASS; DEFINITIONS.**

*Subd. 1. Words, terms, and phrases.* Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of the following subdivision in this section shall be defined as follows:

(a) *Teachers.* The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Persons regularly employed as counselors and school librarians shall be covered by these sections as teachers if licensed as teachers or as school librarians.

(b) *School board.* The term "school board" includes a majority in membership of any and all boards or official bodies having the care, management, or control over public schools.

(c) *Demote.* The word "demote" means to reduce in rank or to transfer to a lower branch of the service or to a position carrying a lower salary or compensation.

*Subd. 2. Probationary period; discharge or demotion.* All teachers in the public schools in cities of the first class during the first three years of consecutive employment shall be deemed to be in a probationary period of employment during which period any annual contract with any teacher may, or may not, be renewed as the school board shall see fit. The school board may, during such probationary period, discharge or demote a teacher for any of the causes as specified in this code. A written statement of the cause of such discharge or demotion shall be given to the teacher by the school board at least 30 days before such removal or demotion shall become effective, and the teacher so notified shall have no right of appeal therefrom.

*Subd. 3. Period of service after probationary period; discharge or demotion.* After the completion of such probationary period, without discharge, such teachers as are thereupon re-employed shall continue in service and hold their respective position during good behavior and efficient and competent service and shall not be discharged or demoted except for cause after a hearing.

Any probationary teacher shall be deemed to have been reemployed for the ensuing school year, unless the school board in charge of such school shall give such teacher notice in writing before June 1 of the termination of such employment. In event of such notice the employment shall terminate at the close of the school sessions of the current school year.

*Subd. 4. Grounds for discharge or demotion.* Causes for the discharge or demotion of a teacher either during or after the probationary period shall be:

- (1) Immoral character, conduct unbecoming a teacher, or insubordination;
- (2) Failure without justifiable cause to teach without first securing the written release of the school board having the care, management, or control of the school in which the teacher is employed;
- (3) Inefficiency in teaching or in the management of a school;
- (4) Affliction with active tuberculosis or other communicable disease shall be considered as cause for removal or suspension while the teacher is suffering from such disability;  
or
- (5) Discontinuance of position or lack of pupils.

*Subd. 5. Hearing of charges against teacher.* The charges against a teacher shall be in writing and signed by the person making the same and then filed with the secretary or clerk of the school board having charge of the school in which the teacher is employed. Such school board before discharging or demoting a teacher shall then accord the teacher against whom such charges have been filed a full hearing and give to the teacher at least ten days' notice in writing of the time and place of such hearing; such notice may be served personally or sent by registered mail addressed to such teacher at his/her last known post-office address; provided, that if the charge be made by any person not in connection with the school system the charge may be disregarded by such school board. Upon such hearing being held such school board shall hear all evidence that may be adduced in support of the charges and for the teacher's defense thereto. Either party shall have the right to have a written record of the hearing at the expense of the board and to have witnesses

subpoenaed and all witnesses so subpoenaed shall be examined under oath. Any member of the school board conducting such a hearing shall have authority to issue subpoenas and to administer oaths to witnesses.

*Subd. 6. Counsel; examination of witnesses.* Each party appearing before the school board shall have the right to be represented by counsel, and such counsel may examine and cross examine witnesses and present arguments.

*Subd. 7. Hearings.* All hearings before the school board shall be private or may be public at the decision of the teacher against whom such charges have been filed.

*Subd. 8. Decision, when rendered.* Such hearing must be concluded and a decision in writing, stating the grounds on which it is based, rendered within 25 days after giving of such notice. Where the hearing is before a school board the teacher may be discharged or demoted upon the affirmative vote of a majority of the members of the school board. If the charges, or any of such, are found to be true, the school board conducting the hearing shall discharge, demote, or suspend the teacher, as seems to be for the best interest of the school. No teacher shall be discharged for either of the causes specified in subdivision 4, clause (3), except during the school year, and then only upon charges filed at least four months before the close of the school sessions of such school year.

*Subd. 9. Charges expunged from records.* In all cases where the final decision is in favor of the teacher the charge or charges shall be physically expunged from the records.

*Subd. 10. Suspension pending hearing; salary.* Upon the filing of charges against a teacher, the school board may suspend the teacher from regular duty. If, upon final decision, the teacher is suspended or removed, the school board may in its discretion determine the teacher's salary or compensation as of the time of filing the charges. If the final decision is favorable to the teacher there shall be no abatement of salary or compensation.

*Subd. 11. Services terminated by discontinuance or lack of pupils; preference given.* Any teacher whose services are terminated on account of discontinuance of position or lack of pupils shall receive first consideration for other positions in the district for which he/she is qualified. In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed.

*Subd. 12. Records relating to individual teacher; access; expungement.* All evaluations and files generated within a school district relating to each individual teacher shall be available to each individual teacher upon his/her written request. Effective January 1, 1976, all evaluations and files, wherever generated, relating to each individual teacher shall be available to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

A school district may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure required pursuant to section 179.70, subdivision 1; provided, the grievance procedure promulgated by the Director of the Bureau of Mediation Service, pursuant to section 179.71, subdivision 5, clause (i), shall apply to those principals and supervisory employees not included in an appropriate unit as defined in section 179.63, subdivision 1. Expungement proceedings shall be commenced within the time period provided in the collective bargaining agreement for the commencement of a grievance. If no time period is provided in the bargaining agreement, the expungement proceedings shall commence within 15 days after the teacher has knowledge of the inclusion in his/her file of the material he/she seeks to have expunged. Amended by Laws 1979, c. 139, §2.

## MINNEAPOLIS TEACHERS RETIREMENT FUND ASSOCIATION

The Minneapolis Teachers Retirement Fund Association includes, as members, all teachers employed by the Minneapolis Board of Education. The Fund is managed by a Board of Trustees comprising six trustees elected by the association membership and an appointed representative of the Board of Education. Two trustees are elected at each annual meeting of the Association, in April.

Benefits available to active and retired teachers are financed by the required contributions of association members — currently 8.5% of all compensation for professional services as a teacher; by contributions from the city and/or the State of Minnesota; and by earnings on the fund's investments. Since 1975 the city has not contributed to the fund and the state has assumed the entire employer obligation. Changes in the benefit structure of the Retirement Fund are not negotiable under Minnesota's Public Employment Labor Relations Act, but come about only through actions of the Minnesota Legislature.

Members of the Association who terminate their employment during the first seven years are required to withdraw their own contributions and accumulated interest. After completing seven years of Minneapolis teaching service, members acquire vested rights to retirement benefits including city/state contributions made on their behalf. The Staff of the MTRFA office is the only fully reliable source of information, specific to individuals, concerning contributions, benefits, eligibility therefor, or questions about retirement. Members are welcome to visit the MTRFA office at 740 Northstar Center, in Minneapolis, or to telephone for information — 338-7865.

**DISABILITY BENEFITS** — Members with at least three years of Minneapolis teaching service, who suffer total mental or physical disability, presumed permanent, are eligible for a disability annuity. The annuity is computed by projecting forward for 15 years (but not beyond age 65) the disabled member's current salary. This gross sum, together with a similar sum from city/state contributions and with interest earnings, is used to purchase a single life annuity.

A complimentary program — the negotiated Long-Term Disability Program—financed by the Board of Education, is explained on page 11. Disability payments received from the MTRFA are deducted from payments made under the Board of Education program. But, whereas payments under this latter program cease at age 65, those available under the MTRFA program continue for life.

**DEATH BENEFITS** — The survivors of MTRFA members who die while in active Minneapolis teaching service are eligible for benefits under one or another of three plans: The "A" Death Benefit is the total sum credited to the member's account. Survivors may receive this death benefit in a lump sum, in installments, or as an annuity under several options. The "B" Death Benefit is the actuarial equivalent of any benefits which would have been available to the member if he had resigned from teaching at the time of his/her death. The "C" Death Benefit is of particular interest to teachers with few years of Minneapolis teaching service. This benefit parallels the amounts available to survivors under the national OASDHI (Social Security) program. Currently, widows are entitled to \$175 (approximately) per month, with additional sums available to dependent children to 18 years of age (or 22 years if in school). There is a maximum family benefit and an 'earnings' limitation. In general, survivors must have an 'insurable' interest in the member.

**RETIREMENTS BENEFITS** — The major retirement benefit is the Formula Annuity. At age 55 or with 30 years of Minneapolis teaching service, the member's retirement annuity will be 2.25% of the member's salary (the average of the 5 highest years) multiplied by the number of years of Minneapolis teaching service (but not to exceed 30). Prior to 1974 the percentage factor in the formula was 1.67% and there was no service limit.

For members who resign with vested rights but who have less than 30 years service and are younger than 60 years, there is available a 'money purchase' annuity or a 'deferred' annuity. The 'money purchase' annuity is based on the accumulation in the member's account, but the annuity is increased by several provisions in the law and is therefore worth at least \$14 a month for each year of Minneapolis teaching service. The 'deferred' annuity is computed in the same way as the Formula Annuity except that payments do not begin until the resigned member reaches age 60.

**OPTIONS** — The payment of benefits can be made under one or another of several equivalent options: (a) An annuity payable to the member during his/her lifetime only (b) An annuity payable during the member's lifetime but with the provision that, should the member die early, the annuity will continue to be paid to a beneficiary for the balance of three (b-1) or fifteen (b-2) years. (c) An annuity payable during the member's lifetime and continued to the beneficiary in one-half the amount (c-1) or three-quarters the amount (c-2) or in full (c-3) for the lifetime of the beneficiary. When one of the (b) or (c) options is chosen, the Life Annuity is reduced by an actuarial factor. The reductions range from negligible to as much as 25%.

**TEACHERS NEWLY EMPLOYED** — Minneapolis teachers hired after July 1, 1978 will have a pension plan that is part MTRFA and part OASDHI (Social Security). Contributions to the MTRFA part will be 4% (instead of 8.5%) of compensation but the Social Security tax will also be imposed. Benefits under the new plan will be a combination of those presently available under the Minnesota State Teachers plan (T R A) and those that will be available under Social Security when teachers become currently or fully insured.

## CALENDAR FOR 85-86

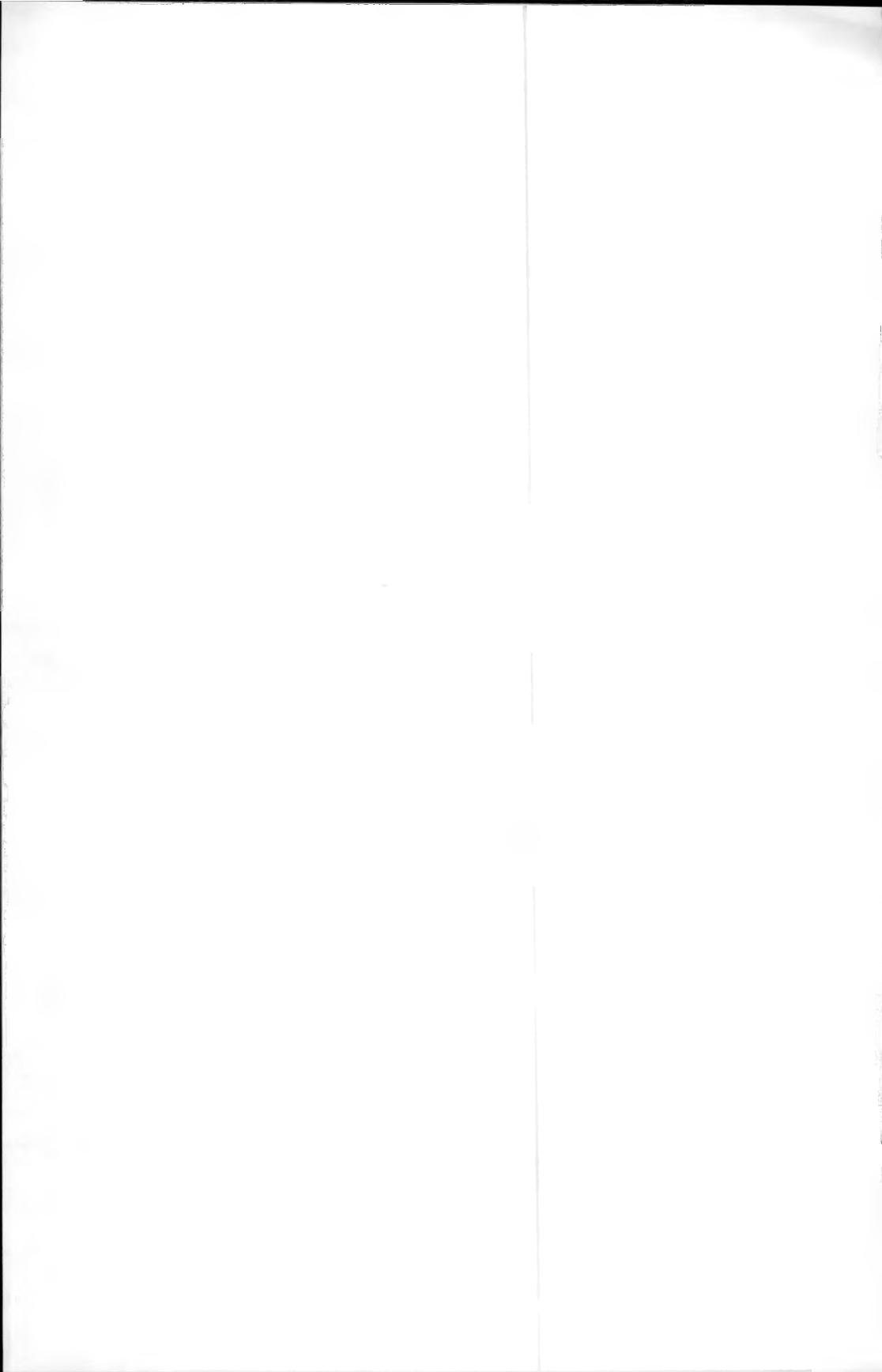
<u>First Semester</u>	(89 Days for Students) (96 Days for Teachers)
	(97 Days for Teachers New to Minneapolis)
Begins September 3, 1985	Closes January 24, 1986
<u>Second Semester</u>	(88 Days for Students) (88 Days for Teachers)
Begins January 27, 1986	Closes End of Day June 5, 1986

### SCHOOL NOT IN SESSION

August 23, 1985 .....	New Teacher Orientation
August 26-30, 1985 .....	Teachers' Meetings
August 23, 1985 .....	Teacher Planning and Preparation
September 2, 1985 .....	Labor Day
October 17-18, 1985 .....	Teachers' Convention
November 28-29, 1985 .....	Thanksgiving
December 25, 1985 .....	Christmas
December 23 through January 3, 1986 .....	Winter Recess
January 20, 1986 .....	Martin Luther Kings Birthday
February 17, 1986 .....	Presidential Holiday
March 24-28, 1986 .....	Spring Recess
May 26, 1986 .....	Memorial Day

### CALENDAR FOR 86-87

**Subject to meet and confer**



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

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830421

DECEMBER 11, 1985

-Mpls Public Schools-  
-SCHOOL-

*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

(7)  
FEB 10 1986

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

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1985

Respondent:

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

WITH TEACHERS

Minneapolis Minn Bd of Educ Spec Sch Dist 1 LU 59 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  
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 2,516
- 2. Number and location of establishments covered by agreement 55
- 3. Product, service, or type of business Education - school system
- 4. If your agreement has been extended, indicate new expiration date June 30, 1987

John J. O'Donnell, Manager of Employee Relations 612/781-6465  
 Your Name and Position Area Code/Telephone Number  
807 N. E. Broadway, Minneapolis, MN 55413  
 Address City/State/ZIP Code