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AGREEMENT

Between

SPECIAL SCHOOL DISTRICT NO. 1

And

Board of Education Employees Local No. 56 American Federation of State, County and Municipal Employees, Council 5

Representing

- **CLERICAL UNIT**
- **CONFIDENTIAL CLERICAL UNIT**
- **TECHNICAL UNIT**

Effective

July 1, 2004 through June 30, 2006

MINNEAPOLIS PUBLIC SCHOOLS
An Equal Opportunity Employer
Minneapolis, Minnesota 55413

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ARTICLE I. Definition of Agreement

A. PARTIES: THIS AGREEMENT, entered into between the Board of Education, Special School District No. I, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and Board of Education Employees Local No. 56 American Federation of State, County and Municipal Employees (AFSCME), Council 5, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act to set forth the terms and conditions of employment.

B. PURPOSE: The purpose of this Agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and the Union; establish an equitable and peaceful procedure for the resolution of disputes; establish rates of pay, hours of work, and other terms and conditions of employment as those terms are defined by law.

ARTICLE II. Recognition

A. In accordance with PELRA of 1971, as amended, the Board of Education recognizes AFSCME Council 5 Local No. 56 as the certified exclusive representative of the Clerical, Confidential Clerical, and Technical Units as defined in this Agreement and in said Act.

B. The Board of Education agrees that AFSCME Council 5 Local No. 56 is the exclusive representative for all personnel defined in Article III, E, F, G, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

The parties recognize that the units as defined in Article III, Sections E, F, and G, are separate bargaining units even though the Agreements with each unit are being printed as one document.

C. The Board of Education agrees that it will meet and confer with the Union regarding the establishment of any new positions that may include the same duties as those included in positions that are covered by this Agreement. Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the units described in Article II, Section A, shall be referred to the Bureau of Mediation Services for determination.

ARTICLE III. Definitions

For the purpose of this Agreement, the words defined have the meaning given them.

A. EMPLOYEE: Any person who holds a position in the unit for which the union is the certified exclusive representative and who works more than fourteen (14) hours per week or 35% of the normal work week, which ever is less, and sixty-seven (67) work days per year.

B. EMPLOYER: The Board of Education of Special School District No. I, Minneapolis, Minnesota.

C. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe

benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the employees. The term is subject to PELRA regarding the rights of public employers and the scope of negotiations.

D. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

E. CLERICAL UNIT: This shall mean all employees including but not limited to the following classifications:

Account Clerk I
Account Clerk II
Account Clerk III
Account Clerk Supervisor
Administrative Aide
Administrative Research Asst.
Benefits Clerk
Census Report Clerk
Chemical Health Specialist
Clerical Technician
Clerk I
Clerk II
Clerk Steno I
Clerk Typist I
Clerk Typist II
Clerk Typist II/Collections
Communications Assistant
Community Aide I
Community Aide II
Community Aide III
Data Entry Operator I
Data Entry Operator II
Data Entry Operator III
Evaluation & Testing Assistant I
Evaluation & Testing Assistant II
Fleet Data Management Spec.
Health Services Assistant
Health Screening Coordinator
Human Resource Assistant
Licensed Practical Nurse
Mail Room Services Clerk
Management Information System Asst.
Payroll Clerk I
Payroll Clerk II
Payroll Clerk III
Placement Assistant I
Placement Assistant II
Public Information Assistant
Receptionist
Reports Technician
School Secretary I
School Secretary I/Spanish
School Secretary II
School Secretary III
Secretary
Service Coordinator, District Operations Center
Software Support Specialist
Special Education Reports Clerk
Stock Clerk I
Traffic Management Coordinator
Transportation Records Clerk

F. CONFIDENTIAL CLERICAL UNIT: This shall mean all employees including but not limited to the following classifications:

Administrative Aide, Board of Education

G. TECHNICAL UNIT: This shall mean all employees including but not limited to the following classifications:

Administrative Analyst I
Announcer Operator
Computer Operator I
Computer Operator II
Draftsman II
Draftsman III
E.D.P. Systems Analyst & Programmer I
E.D.P. Systems Analyst & Programmer II
Environmental Health Safety Specialist I
Information Technology Assistant
Music Director
News and Public Affairs Director
Photo ID Coordinator

Production Director
Promotions Director
Security Monitor
Security Monitor II
Video Production Aide

H. LIKE EMPLOYMENT STATUS: Includes classification, hours per day, days per week and weeks per year.

I. PROBATIONARY PERIOD: An employee is deemed to have passed a probationary period in a classification upon the successful completion of one hundred thirty (130) duty days on the payroll in a permanent assignment. A probationary employee will be eligible to use his/her accrued vacation and sick days when the employee has reached the minimum total hours necessary to qualify under the Civil Service Formula to use accrued vacation and sick leave.

J. Effective July 1, 1992 employees hired after this date have seniority based on the date the employee is actively at work and on the payroll as a certified employee. Employees who are on unpaid leaves of absence of more that ninety (90) working days shall have their seniority date adjusted to reflect the days they were not on active duty.

K. Effective July 1, 1992 Classification Seniority: The date an employee is actively at work and on the payroll as a certified employee within a specific job classification. Employees who are on unpaid leaves of absence of more than ninety (90) working days shall have their classification seniority date adjusted to reflect the days they were not on active duty.

L. RECLASSIFIED POSITION: A position is considered to be reclassified when a change in the kind, responsibility, or difficulty of the work performed in a position has occurred gradually over a period of time resulting in the assignment of the position to a different classification.

M. NEW POSITION: A position is considered to be a new position when the supervisor determines that a different kind or difficulty of work or level of responsibility is needed to meet the needs of the site, program, or department resulting in an abrupt rather than a gradual change. Does not include an increase in hours if position is already benefit eligible or number of weeks worked.

ARTICLE IV. Rights and Obligations of Employees

A. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee 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.

B. RIGHT TO JOIN AND PARTICIPATE: Employees shall have the right to join or to refrain from joining the Union. Neither the employer nor the Union shall discriminate against or interfere with the rights of employees to become members of the Union and further, there shall be no discrimination against any employee because of Union membership or non-membership. The Union shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint or coercion.

The Union shall, in its capacity as exclusive representative, represent all employees included within these bargaining units without discrimination. It is expressly recognized by the parties to this Agreement that the Union, on behalf of individual employees, may enter into agreements with the Board of Education to settle grievances or other disputes. In the event that such agreements are entered into by the parties to this Agreement, the Board of Education shall be relieved of any obligation to pursue the grievance or dispute further under the grievance procedure contained in this Agreement.

C. RIGHT TO EXCLUSIVE REPRESENTATION: Employees 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 employees as provided in the PELRA.

D. REQUEST FOR DUES CHECK OFF: Employees shall have the right to request and be allowed dues check off for the Union. The Board of Education agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deductions on forms provided by the Union. The Union will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.

E. REMITTANCE OF DUES DEDUCTION: The Board of Education agrees to remit the total dues deduction for each pay period together with an itemized statement to the Union no later than fifteen (15) days following the end of a payroll period. The itemized statement shall include the names of the employees and the amount which has been deducted.

F. FAIR SHARE FEE: The Board of Education, upon notification by the Union, shall check off the requested fair share fee from the earnings of employees in this unit and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the expenses incurred for services rendered by the Union in relationship to the negotiations and administration of the grievance procedure.

G. NATIONAL AFSCME P.E.O.P.L.E. DEDUCTIONS: The District shall deduct a specified amount from the bi-weekly wages of all employees who have authorized in writing such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee.

ARTICLE V. Board of Education's Rights and Obligations

A. MANAGEMENT RESPONSIBILITIES: It is the 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.

B. INHERENT MANAGERIAL POLICY:

1. The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school

system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

2. The Board of Education has the right and is entitled, without negotiation or reference to any Agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement.

3. The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.

C. MANAGERIAL RIGHTS NOT COVERED BY THIS AGREEMENT: The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

D. CONTRACTUAL RIGHTS: It is agreed that the contractual rights of the Union and the members of these units are set forth in other articles of this Agreement, and that this Article is not a source of such rights.

ARTICLE VI. Union Rights

A. The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the designated union officers, stewards or appointed committee members reasonable time to post union notices providing this activity does not interfere with regular duties; attend negotiating meetings; transmit communications authorized by the union or its officers to the employer; consult with the employer or the employer's representative concerning the enforcement of any provisions of this Agreement.

B. The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of the Union.

C. The Board of Education shall allow business agents of the Union to meet with Union members during lunch and break periods.

D. The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the work day.

E. The Board of Education will allow time off with pay for two (2) representatives of this unit to attend the annual state AFL-CIO convention.

F. In April and October of each year, seniority lists, effective the first day of such months, shall be posted by the Employer in all buildings where bargaining unit employees work. In

addition, two (2) copies of said lists shall be furnished to the Exclusive Representative. These seniority lists will show each employee in the order of classification seniority and reflect each employee's anniversary date in classification, anniversary date in the District, FTE's and work location.

ARTICLE VII. Communication

A. LABOR/MANAGEMENT MEETINGS: Representatives of the Board of Education and the Union agree to meet regularly for the purpose of reviewing and discussing matters of common interest. The time and place of such meetings shall be set by mutual agreement of the two parties at the request of either party.

B. OTHER MEETINGS: Other meetings may be held between the Board of Education and the Union at the request of either party, as the need arises, at times mutually agreed upon.

C. Any issues discussed at such meetings, as designated in A or B, and upon which mutual agreement is reached will be committed to writing and posted when appropriate.

D. PUBLICATION AND DISTRIBUTION OF AGREEMENT: Any Agreements reached related to terms and conditions of employment as a result of the processes provided for in the Public Employment Labor Relations Act shall be incorporated in an appropriately designed document, a copy of which shall be distributed by the Board of Education to all employees in the unit.

ARTICLE VIII. Salaries

A. SCHEDULES: Appendix A covering classifications within the Clerical, Confidential Clerical, and Technical units attached hereto and incorporated herein, shall be the schedule of biweekly salaries for employees. There is no increase to the salary schedule for 2004-2005, and no step movement; however, all employees will receive an $800 lump sum for this period. Effective July 1, 2005, 1% will be added to the salary schedule.

B. SALARY PROGRESSION: Employees hired on or before December 31, 2000 will be eligible for step progression on 7-1-01. Employees hired after December 31, 2000 will be eligible for step progression on 7-1-02. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified in writing that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article XIX of the Agreement.

C. SALARY UPON DEMOTION AND LAYOFF: Effective July 1, 1983, when an employee is demoted into a classification with a lower salary range or lower grade level, the salary rate paid to the employee in the classification into which he/she has demoted shall be equal to the salary step within the salary range which is closest to, but which does not exceed, the previous salary rate paid to the employee in the classification from which he/she demoted.

D. SALARY UPON PROMOTION: When an employee is promoted, he/she shall be placed on the step in the salary schedule for the new position that is at least four percent higher than the employee's rate in the former classification.

E. NEW CLASSIFICATION -- SALARY: In the event the Employer has established a new job classification which is added to the bargaining unit, by Agreement between the two parties or by determination of the Director, Bureau of Mediation Services, the parties agree to negotiate with one another concerning wages.

F. SALARY REDUCTION PLAN (Effective May I, 1987):

a. Payroll deductions for a health insurance plan may be paid from an employee's earnings on which there will be no federal income tax withholding. Reports of earnings to MERF/PERA and pension deductions will be based on gross earnings.

b. An employee 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 employee to work. Any unused balance shall not be refunded.

G. EMPLOYEE PAYCHECKS: Employee paychecks will be delivered, enclosed in an envelope.

H. PAY EQUITY ADJUSTMENTS: Should the District be found in non-compliance with the Pay Equity Statute, the contract will be reopened for the sole purpose of negotiating pay equity adjustments necessary to reach compliance.

I. SALARY UPON RECLASSIFICATION: When an employee's position is reclassified to a higher salary range and/or grade level; the employee will be placed on the new salary range at the step which is at least four percent (4%) greater than their current salary retroactive to the date the request is submitted to Human Resources. In no event shall the new salary be higher than the top step of the new classification.

J. PERFORMANCE INCENTIVES: School sites receiving performance incentives will be asked to recognize the contribution of all licensed and non-licensed staff in meeting performance goals when dividing the incentive.

K. NEW EMPLOYEE SALARY: In the event that the District wants to hire an employee new to the District at a salary range step higher than Step 1, the District agrees to meet and confer with the Union regarding such placement. Decisions regarding placement of new employees on the salary range shall not be subject to the grievance process.

ARTICLE IX. Hours - Overtime

A. HOURS: This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Bargaining unit employees not typically scheduled to work on student release days may be scheduled to work on release days at the discretion of the Principal or Supervisor.

Efffective July 1, 2003, the normal work day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be forty (40) hours of work.

Should it be necessary in the judgment of the department to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the Union and the affected employee(s) as far in advance as is reasonably practicable. The Local and/or the affected employee(s) may request a meeting with the supervisor to discuss the proposed schedule change and its implementation.

Employees will not be expected to work beyond their normal capacity in any assignment.

Employees who work at least four (4) hours per day shall have a paid fifteen (15) minute break during the work day.

Employees who work at least six (6) hours per day but less than seven (7) shall have a paid additional ten (10) minute break per day.

Employees who work at least seven (7) or more hours per day shall have two paid fifteen (15) minute breaks.

Employees who work five (5) or more hours per day are entitled to a thirty (30) minute unpaid duty free lunch.

Scheduling of breaks and lunch periods shall be with agreement of the supervisor in all cases.

B. OVERTIME PAY AND COMPENSATORY TIME: Effective July 1, 2003, only hours worked in excess of forty (40) hours per regular work week shall be paid at the rate of one and one-half (1½) the regular hourly rate of pay. All overtime hours worked on Sundays shall be paid at the rate of twice (2) the regular hourly rate of pay. Employees who work on paid holidays (see Article XI) shall be paid for the holiday plus their regular hourly rate for all hours worked on the holiday. In lieu of receiving pay for working over forty (40) hours per regular work week, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee. An employee so electing to receive compensatory time shall be credited with one and one-half (1½) hours of compensatory time for each one (1) hour worked in excess of forty (40) hours per week. Employees may accrue no more than 240 hours of compensatory time. All overtime hours worked after an employee has accrued 240 hours of compensatory time shall be paid for at the rate of one and one-half (1½) times the regular hourly rate of pay. Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate not less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher. For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.

When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid and charged to the budget of the site or department the employee is leaving. All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department the employee was assigned to at the end of the employee's regular assignment for that fiscal year. All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.

Survivor Benefits: In the event of an employee's death, any and all Compensatory pay shall be disbursed to the employee's beneficiary named for the basic life insurance coverage in Article XIV, Section B. or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the school district.

C. FLSA DETERMINATIONS: In the event that the District determines a job classification to be exempt from the Fair Labor Standards Act, a meet and confer shall be held with the Union.

ARTICLE X. Miscellaneous Provisions

A. MILEAGE: Bargaining unit employees directed by their supervisor to use their personal vehicle for approved District business shall be reimbursed as per District policy.

ARTICLE XI. Holidays

There shall be eleven (11) paid holidays during a year: New Year's Day, a day designated by the employer for observance of Martin Luther King's birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Day, and Christmas Eve Day and New Year's Eve Day if the employee is scheduled to work on either of these two days. Independence Day and Labor Day shall be paid holidays for employees who are scheduled to work the day before and the day after said holidays regardless of whether the employee is classified as a "twelve month" or "school year" employee. The arbitration award regarding Christmas Eve and New Year's Eve holidays shall remain in force for the term of this Agreement.

ARTICLE XII. Vacation

A. CALCULATION OF VACATION ALLOWANCES

1. Vacation entitlement for employees will be as follows:

- Vacation with full pay of 0.0462 hours per hour of paid employment (96.09 hours per year for full-time full year employees) for employees with 0 - 7 years of service.
- Vacation with full pay of 0.0615 hours per hour of paid employment (127.92 hours per year for full-time full year employees) for employees with 8 - 15 years of service.
- Vacation with full pay of 0.0808 hours per hour of paid employment (168.06 hours per year for full-time full year employees) for employees with 16 - 20 years of service.
- Vacation with full pay of 0.1000 hours per hour of paid employment (208.0 hours per year for full-time full year employees) for employees with 21 years of service or more.

Employees whose work year is other than twelve (12) months full-time can calculate their accrued vacation by multiplying the number of paid days times number of hours per day times the amount accrued per hour.

2. Employees on initial employment probation shall not be eligible to use accrued vacation until they reach the minimum number of accrued hours calculated by

the following formula: 130 days X .0462 hours accrued X number of hours worked per day. Typical assignments and minimum accruals are listed below:

ASSIGNMENT	FORMULA	ACCRUAL NEEDED
20 hrs/week	130 days X .0462 X 4 hrs/day	24.02 hours
25 hrs/week	130 days X .0462 X 5 hrs/day	30.03 hours
30 hrs/week	130 days X .0462 X 6 hrs/day	36.03 hours
31 hrs/week	130 days X .0462 X 6.2 hrs/day	37.23 hours
40 hrs/week	130 days X .0462 X 8 hrs/day	48.05 hours

3. Time on authorized leave of absence without pay, except to serve in an unclassified position, of more than one hundred thirty (130) working days in a calendar year will not be credited toward years of service for the purposes of vacation accrual only. Credit toward years of service will begin immediately upon the employee's return to work.

4. **Leaves of Absence**. When a leave of absence spans two calendar years, but only one work year, the employee may be credited with one year toward vacation credit if they meet the minimum requirement of 1,627.5 hours over the two calendar year period.

B. USE OF ACCRUED VACATION:

1. Employees on probation must accrue the number of hours defined in Section A, 2 of this Article before being eligible to use accrued vacation.

2. Employees shall make a reasonable effort to use vacation during the year in which it is accrued however, vacation may be cumulative and may accrue up to and including twenty-six (26) days. In the event vacation cannot be used, it shall be carried over to the following year if it does not exceed twenty-six (26) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the calendar year.

3. Earned vacation shall be taken at the employee's discretion when school is not in session whenever possible and shall be on the basis of District-wide seniority within each building or department. All vacation must be taken within the assigned work year whenever possible. However, where the employee has earned vacation pay in excess of the time that is available within recess periods or breaks, or where the employee is required to work during recess periods or breaks, vacation time may be taken at other times. Use of any vacation time must have the approval of the building principal, department head, or program manager. However, if the employee's supervisor does not respond to the employee's vacation request within ten (10) work days, the request will be deemed approved.

Vacation may be used by school year employees, not to exceed the equivalent of five (5) work days (normally assigned hours per day), with the approval of the building principal, department head, or program manager after the end of the regularly scheduled work year and before June 30. This provision does not apply

during the period worked in a summer school assignment. Vacation and sick leave will not be earned during this period of time.

4. **Vacation Severance.** Employees who resign or retire from their employment with the District shall be paid 100% of their accrued vacation balance at their final regular hourly rate of pay.

ARTICLE XIII. Sick Leave

A. SICK LEAVE ACCRUAL:

1. All permanent employees will be credited with medically unverified sick leave at the rate of .0462 hours accrued per hour of paid employment. To calculate your annual accrual rate use the following formula: Number of Duty Days X .0462 hours accrued X Number of Hours per Day.

2. Employees on initial employment probation shall not be eligible to use accrued sick leave until they reach the minimum number of accrued hours calculated by the following formula: 130 days X .0462 hours accrued X number of hours worked per day. Typical assignments and minimum accruals are listed below:

ASSIGNMENT	FORMULA	ACCRUAL NEEDED
20 hrs/week	130 days X .0462 X 4 hrs/day	24.02 hours
25 hrs/week	130 days X .0462 X 5 hrs/day	30.03 hours
30 hrs/week	130 days X .0462 X 6 hrs/day	36.03 hours
31 hrs/week	130 days X .0462 X 6.2 hrs/day	37.23 hours
40 hrs/week	130 days X .0462 X 8 hrs/day	48.05 hours

B. SICK LEAVE USAGE: Employees may use accrued sick leave for their own illness and doctor or dentist appointments. Illness is understood to include bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible.

Sick leave may be granted at the discretion of the department head or principal in the event of surgery or emergency illness of a member of the immediate family. Employee's may use sick leave for their children on the same basis as they would use it for themselves.

The District may require medical verification in the case of use of three (3) or more consecutive days of sick leave or in the case of suspected fraudulent sick leave claims.

C. SICK LEAVE POOL:

1. Purpose: The purpose of the Sick Leave Pool is to provide additional sick leave days to those employees suffering from a catastrophic accident or illness as verified by the employee's physician and substantiated in writing by the Sick Leave Pool Committee.

2. Qualification:

   A. That the employee has no accrued sick leave.

B. To qualify for additional sick leave days from the pool employees must request and be granted a leave of absence from the Human Resources Department; and

C. Meet one of the following criteria:

- an accident with major injury causing absence by the employee over extended period of time that is substantiated in writing by the Sick Leave Pool Committee; or

- a serious illness causing absence by the employee substantiated in writing by the Sick Leave Pool Committee; or

- a serious and recurring illness causing periodic absences by the employee over an extended period of time and substantiated in writing by the sick leave pool committee.

3. Membership:

a. All members of the bargaining unit as defined in this agreement who work twenty (20) hours or more per week shall be eligible to join the sick leave pool within thirty (30) working days after completing probation or during open enrollment in September and October of each school year.

b. In order to become a member, individuals who join within thirty days after date of hire must donate two (2) days and not more than two (2) days, the first year of their participation in the sick leave pool.

c. An eligible employee, who elects to join the sick leave pool after the date of his/her first eligibility must contribute the number of hours that would have been deducted had the employee joined the pool at the initial time of eligibility. The sick leave pool was officially established in November 1988.

4. Administration:

a. The sick leave pool shall be administered by a six (6) person committee, three (3) to be appointed by the exclusive representative of the employees and three (3) to be appointed by the Superintendent of Schools or her/his designee. The Committee will meet monthly.

b. The Committee shall present an accounting of the pool's operation to the Union general membership, 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. If the Committee is deadlocked the "tie" will go in favor of granting the employee benefits.

d. The Committee may seek a second opinion from another physician if it feels the information provided by an employee's physician is inconclusive regarding whether the employee qualifies for sick leave pool benefits.

5. 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. A member may use earned vacation or compensatory time or go without pay during this five (5) day period, but will not accrue additional sick leave.

b. Sick leave pool days shall be used only for personal illness of the employee.

c. Application, in writing, must be accompanied by verification by an employee's physician that the applicant is/was unable to work.

d. To continue accessing the sick leave pool, after each reevaluation date the employee's attending physician's statement must be submitted to the Sick Leave Pool Chairperson.

e. If the employee's illness goes beyond forty-five (45) days, a new application and the employee's physician's statement must be submitted to the Sick Leave Pool Chairperson.

f. Sick leave days from the pool may be drawn for only those weeks of the school year that the member is scheduled to work.

g. Members on leaves of absence are not eligible for benefits from the pool.

h. Should the number of days in the pool at the end of the school year be less than 100, each member shall donate one (1) day and not more than one (1) day on November 1 of the following school year if needed.

i. All days donated to the sick leave pool shall be irretrievable by the donor.

j. In the event that a member does not have enough hours of unused sick leave at the time a deduction to the pool is required, the member shall be suspended from participating in the pool and no deduction shall be made until the member has accrued the required hours of sick leave. At that time, the member shall be reinstated in the pool and the deduction shall be made.

k. Employees who become members of the pool and who work less than full-time shall be eligible for benefits only for the pro rata portion of the school day for which they are employed.

l. A request to withdraw from membership in the pool must be in writing to the Committee during the open enrollment period in the month of September.

m. New employees are not able to draw from the sick leave pool until completion of probationary period.

n. Employees joining the sick leave pool after their first eligibility are limited to draw up to fifteen (15) days during their first year of participation in the pool. Employees joining the pool during their period of first eligibility and other employees after one (1) year in the pool may draw up to forty-five (45) days in one application. A limit of two (2) applications is allowed in one twelve (12) month period.

o. Members drawing from the sick leave pool do not accrue sick leave or vacation time, but are eligible for insurance benefits.

D. PAYMENT FOR UNUSED SICK LEAVE: Employees who have accumulated at least sixty (60) days of unused sick leave may, at their option, continue to accrue additional sick leave or receive a cash payment at the beginning of each calendar year for any unused sick leave above sixty (60) days earned but not used in the preceding calendar year at the following rate:

1. Accrual balance of at least sixty (60) days but less than ninety (90) paid 50% of unused sick leave accrued but not used during the preceding calendar year.
2. Accrual balance of at least ninety (90) days but less than one hundred twenty (120) days paid 75% of unused sick leave accrued but not used during the preceding calendar year.
3. Accrual balance of at least one hundred twenty (120) days paid 100% of unused sick leave accrued but not used during the preceding calendar year.

Payment for unused sick leave shall be at the employee's rate of pay on December 31 of the year the sick leave was accrued.

E. SICK LEAVE SEVERANCE: An employee who terminates their employment with the District shall be paid fifty (50%) percent of their accured sick leave balance at their rate of pay on the date of their termination of their employment, based on one of the following criteria:

- At the age of sixty (60) and the employee has twenty (20) years of service; or
- At any age with at least thirty (30) years of service with the District for employees in the Public Employee Retirement Association ("PERA"); or
- At least twenty-nine (29) years and a day of service in the Minneapolis Employee Retirement Fund ("MERF).

However, employees hired after July 1, 2001 will not be eligible for severance under this provision. All employees hired after July 1, 2001 shall only be eligible for Career Transition Trust.

Severance pay shall be dispersed in a lump sum payment directly to the employee. The employee may elect to have all or part of the payment placed into the employee's account with the State of Minnesota Deferred Compensation Plan, consistent with the requirements of

the plan and Internal Revenue Service Regulations. The balance, if any, will be paid directly to the employee. The employee, not the District, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.

Survior benefits: In the event of a qualified employee's death, Sick Leave Severance shall be disbursed to the employee's beneficiary named for the basic life insurance coverage in Article XIV, Section C, or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the school district.

F. CAREER TRANSITION TRUST:

Subdivision I. Definition of Plan: All employees hired prior to July 1, 2001 must elect the sick leave severance or Career Transition Trust. The Employee Benefits Department will distribute election forms no later than May 28, 2001. All employees must submit their election to the Employee Benefits Department no later than June 30, 2001. If elections are not submitted for individual employees the Career Transition Trust option will be selected by default. The selection made by employees or default will be binding.

All employees hired after July 1, 2001 shall only be eligible for Career Transition Trust.

A. Effective July 1, 2001, employees who meet the eligibility requirements may participate in Career Transition Trust by converting the allowable number of accrued sick leave hours at 100% of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligbile providers selected by the District and the Union from the state of Minnesota approved list. The Career Transition Trust Plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefits. The number of hours which may be converted is based on the accrued sick leave hours on September 1st of the year the conversion will be made.

B. Employees may elect to participate in the Career Transition Trust plan at any time they have met the eligibility requirements for participation in Subdivision 2.

C. The total amount of dollars converted by an employee under the Career Transition Trust program is capped at $10,000.

D. Any hours which have been converted into the Career Transition Trust will not be available for use as sick leave.

E. Employees who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

Subdivision 2. Eligibility for Participation in the Career Transition Trust:

A. Sick Leave Balance

1. To be eligible to convert accrued sick leave hours, employees must have a sick leave balance of at least forty (40) days on September 1st of the year of conversion.

2. Employees must enroll annually to participate in the Career Transition Trust. The Benefits Department will annually announce the election process and the forms will be available online in the middle of October. All employees must submit their election to the Employee Benefits Department no later than the middle of December. If the employee's sick leave hours drop below the eligibility minimum of forty (40) days, the employee's participation is suspended until the employee reaches the minimum of forty (40) days required for eligibility and participation.

B. Deposit of benefit

1. Payment to the State of Minnesota Deferred Compensation (457) or 403 (b) Plan shall be made in March of each year the employee is eligible and elects to participate.

2. The Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96 and the Internal Revenue Service.

Subdivision 3. Benefit Tiers and Conversion Formula:

Annual Conversion

1. The number of hours an employee may convert on an annual basis is determined by the balance of their accrued sick leave hours.

2. Conversion is as follows:

   a. Employees who have an accrued sick leave balance of forty (40) days or more on September 1st may convert up to eight (8) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

   b. Employees who have an accrued sick leave balance of sixty (60) days or more on September 1st may convert up to ten (10) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

Subdivision 4. Survivor Benefits Under the Career Transition Trust Plan:

The Career Transition Trust Account shall be disbursed to the employee's named beneficiary on the basic life insurance policy in Article XIV, Section B, or, if there is none, to the employee' estate in the event the employee dies before her/his separation from the school district.

G. SICK LEAVE FOR FITNESS: In an attempt to promote and enhance employee health and wellness, reduce use of sick leave and impact the rising cost of health care, the district will offer employees the opportunities to use sick leave for fitness.

1. Definition.

a. Employees who, as of September 1, have ten years of continuous service, an accumulated sick leave balance of at least 30 days may cash in one, two or three of their sick leave days to cover the cost of wellness-related expenses.
b. Employees may choose to trade in a minimum of one day and a maximum of three days per year.
c. The number of sick leave days used to fund reimbursements is based on the employee's hourly rate of pay at the time the request is processed.

2. Eligible expenses for Reimbursement.
   a. Health club memberships – single, family and dual – will be reimbursed at their full rate (monthly dues plus tax plus any enrollment fees) provided the employee is included in the membership. Single club memberships must be for the employee.
   b. Behavior modification programs, such as smoking cessation, weight loss or stress management classes/programs, are eligible for 100% reimbursement. "Stop smoking" aids such as nicotine gum/patch are allowable only as a part of a structured smoking cessation program. Food purchased in conjunction with a weight loss program is not eligible.
   c. Fitness/exercise programs/personal trainers are 100% reimbursable. Aerobic exercise classes qualify as well as stretching/flexibility/martial arts classes (e.g. Tai Chi, yoga, meditation).
   d. Exercise equipment, new or used, is eligible for 100% reimbursable, e.g. stationary or outdoor, bicycle, treadmill, stair-stepper, rowing machine, skiing machine, home gym equipment. Sales tax on these items is also reimbursable.

   Equipment must be purchased by the employee for the employee's use. If purchasing a piece of new equipment, a paid sales receipt or charge/credit slip which is signed by the employee must be provided. If purchasing used equipment, the employee must provide a dated bill of sale listing the equipment purchased, the price paid, that the employee was the purchaser, and the seller's name, address, phone number, and signature.

3. Expenses NOT Eligible
   a. Multiple health club memberships at one time are not allowed. Reimbursement for more than one piece of equipment of similar design/purpose per year is not allowed.
   b. Club memberships of a primarily recreational nature are not eligible. This includes Country Club/Golf Club/Tennis Club/Sailing Club memberships.
   c. Neither accessory items (e.g. book holders, water bottle holders, bike racks, custom bike components) nor clothing items (e.g. running shoes) are reimbursable.
   d. Shipping and delivery fees are not reimbursable.
   e. Entrance fees, court fees, greens fees, lift tickets, license fees, cost of permits, towel fees, tanning fees, locker fees, docking fees, etc. are excluded.
   f. Recreational activities and lessons such as dancing, bowling, and horseback riding are excluded as are whirlpools, saunas, and massage therapy.

4. Claim Processing

a. Sick Leave for Fitness is a reimbursement program. Employees incur expenses and submit claims to the Benefits Department. Claims per employee per year cannot exceed the equivalent of 24.0 hours and cannot be for less than the equivalent of 8 hours.

b. Claims for reimbursement must be submitted to the Benefits Department by a predetermined date.

c. In order to qualify for reimbursement, employees must be actively on the payroll at the time of reimbursement.

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

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

f. Claims must be made for an expense within the payroll year in which it was incurred.

ARTICLE XIV. Insurance and Benefits

A. ELIGIBILITY, ENROLLMENT AND DEDUCTIONS: The District agrees to offer group health and life insurance benefits to eligible Clerical, Confidential Clerical, and Technical employees.

1. Eligibility. To be eligible for insurance benefits the employee must be paid on the pay schedule for bargaining unit employees as listed in Appendix A and Appendix B.

a. BASIC ELIGIBILITY. The employee must be assigned and working twenty (20) or more hours per week to qualify.

b. LEAVES OF ABSENCE. The employee on an approved leave of absence may participate in group insurance benefits subject to Article XIV, 2, c.

c. EMPLOYEES ON LAYOFF. Employees who are laid off may continue coverage at their own expense as provided by federal and state continuation coverage laws.

2. Enrollment for Insurance Benefits. The employee is automatically enrolled in life insurance. The employee must enroll to be covered by health insurance. A employee may waive all or some insurance coverage by completing a waiver of coverage form.

a. INITIAL ENROLLMENT. Employees who become insurance eligible must enroll within the first 30 calendar days of becoming eligible.

b. EFFECTIVE DATE OF COVERAGE. Enrollment forms must be received by the Employee Benefits Office before coverage is effective. Eligible employees who begin work in August shall have coverage effective September 1. Employees starting after September 1 or who become benefit eligible after September 1 shall have coverage effective the date the enrollment forms are received in the Employee Benefit Office. Employees must be actively at work on the effective date of coverage.

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

d. MAINTAINING ELIGIBILITY FOR EMPLOYER CONTRIBUTION. The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Employees who complete their regular school year assignment shall receive coverage through August 31.

e. For married employees or domestic partners who are both employed by the Board of Education, one spouse or partner shall be designated by the couple to receive dependent coverage and the single premium of the other spouse or partner shall be applied toward the dependent premium of the spouse or partner receiving dependent coverage.

3. Before-Tax Benefits.

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

b. DEPENDENT CARE ASSISTANCE PLAN. An employee may designate an amount per year from earnings in which there will be no federal, state and Social Security (FICA) taxes withheld, for dependent care assistance (as defined in Section 129 of the Internal Revenue Code and amended from time to time) to allow the employee to work.

c. FLEXIBLE SPENDING ACCOUNT (FSA). Beginning January 1, 1992, an employee may designate an amount per year to be placed in his/her Flexible Spending Account (as defined in Section 125 of the Internal

Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MERF and PERA and pension deductions shall be based on gross earnings.

B. HEALTH INSURANCE: The employee must enroll to receive health plan coverage. Employees may enroll in employee only or dependent coverage.

1. CONTRIBUTION-DEPENDENT. Effective September 1, 2002, the District contribution toward dependent coverage shall be $2,489. Effective September 1, 2003, the District contribution toward dependent coverage shall be $2,539. In no event shall the amounts paid by the Board of Education pursuant to this Article exceed the total premium for the least costly health insurance plan then in effect. For the purposes of this agreement, dependent is defined to include, spouse, domestic partner, and eligible children.

2. CONTRIBUTION-EMPLOYEE ONLY. The Board of Education agrees to contribute 100% of the cost for single coverage hospitalization insurance for each permanent certified employee who works twenty (20) or more hours per week for the 1991-92 school year. Effective with the 1992-93 school year, the District agrees to contribute the cost of the low cost only premium. Employees who choose the employee only plan with the high cost premium shall pay the difference in cost between the high cost and the low cost premium by payroll deduction.

C. LIFE INSURANCE. Basic Life Insurance. Insurance eligible employees are automatically enrolled for $20,000 (plus Accidental Death and Dismemberment $20,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

Supplemental Life. Insurance eligible employees may purchase additional life insurance in $10,000 increments up to $100,000 in coverage. The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first 30 days of employment.

D. DENTAL: The District shall contribute an amount equal to 100% of the cost of single coverage and an additional $35 per month to employees receiving family dental insurance.

E. INSURANCE FOR RETIREES:

1. ELIGIBILITY. Employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF), the Public Employees Retirement Fund Association (PERA) or the Minneapolis Teachers' Retirement Fund Association (MTRFA) are allowed to

remain in the active employees health and dental group insurance plans. Also, employees who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are allowed to remain in the active employees group to age 65, subject to the administrative requirements of the District, the carrier contracts, labor agreement and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

2. PREMIUM PAYMENT. Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent (2%) administrative fee charged under COBRA.

F. LIABILITY COVERAGE: The Board of Education agrees to provide a self-insured general liability program for employees covered by this agreement in the amount allowable by statute.

G. DEFERRED COMPENSATION: The District will make an employer payment to deferred compensation subject to the limits contained in Minn. Statute § 356.24 and in the section. The District payment will be made to the State of Minnesota Deferred Compensation Plan (457) or a 403 (b) Plan in an annual matching amount up to $600 for employees participating in the Municipal Employees Retirement Fund (MERF) and up to $300 for employees participating in the Public Employees Retirement Association (PERA). Effective July 1, 2001, the District will match any amount of employee contribution up to a $650 cap for MERF participants and a $425 cap for PERA participants. All contributions made to deferred compensation (employer and employee) are subject to FICA and retirement contributions. The District's matching contribution will be made on a pay period determined by the School District. Only deductions that employees defer during the match period shall be matched by the District. Eligible product providers will be selected by the District and the Union from the State of Minnesota approved provider list.

H. LONG TERM DISABILITY INSURANCE: Effective July 1, 2001, insurance-eligible employees are automatically enrolled in District-paid long term disability insurance. The insurance plan replaces 60% of monthly earnings. The maximum monthly benefit is $2,500 ($30,000 annual maximum benefit). There is a 90 consecutive work day elimination period before benefits begin. Long term disability insurance benefits are coordinated with appropriate pension and social security benefits.

I. LONG TERM CARE BENEFIT: Insurance-eligible employees may purchase long term care insurance. Eligibility will be determined by the Plan provider. Employees may choose to have amounts deducted from their after-tax earnings and submitted to the plan provider on their behalf.

J. REIMBURSEMENT RESULTING FROM ASSAULT: The District shall reimburse employees of these bargaining units for the cost of replacement or repair of personal property damaged or destroyed as a result of assault or aggressive behavior that occurs while the employee is

engaging in the performance of the employee's duties. The maximum reimbursement is $250 per incident based on receipts and verification by the employee's supervisor. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability.

K. REIMBURSEMENT DAMAGE TO VEHICLE: The District shall reimburse bargaining unit employees for the cost of reimbursement for loss, damage, or destruction of personal motor vehicles on school property or while a bargaining unit employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the bargaining unit employee. Reimbursement shall not exceed $500 per incident (including personal property, if eligible). The bargaining unit employee must submit receipts and a police report number or an incident report number to receive reimbursement. Reimbursement shall be made by the District upon receipt of the appropriate paperwork. The maximum amount paid per year for all incidents in the four AFSCME bargaining units shall be $5,000 regardless of the number of individual claims submitted. any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability.

L. EDUCATION FUND. An education fund payroll deduction for the purpose of helping AFSCME bargaining unit members save for qualified beneficiaries per the Minnesota College Savings Plan will be created effective as of the date of ratification of this contract. Deductions authorized by the employee will be made to the Minnesota College Savings Plan, an after-tax IRS plan. A 529 plan is an after-tax investment with no tax consequences on the gain as long as the money saved is used according to the established guidelines for education.

ARTICLE XV. Part-Time Benefits

A part-time employee covered by this Agreement who works twenty (20) or more hours per week shall earn the same benefits as a full-time employee on a pro rata basis.

ARTICLE XVI. Educational Opportunities/Professional Growth and Development

A. In the event that training is required by the Employer, the Employer shall provide such training at no cost to the employee or shall reimburse the employee for any registration fees or tuition and mileage to and from the training site and the employee's home or if during the employee's regular work day, the employees assigned work location. If such training is during the employee's regular work day, they may attend with no loss of salary.

B. Bargaining unit employees who attend classes offered by Minneapolis Public Schools Community Education in which ten (10) participants are already enrolled may do so at one-half (½) tuition cost provided that the first two (2) bargaining unit employees who enroll may attend at no cost. This provision is not subject to the grievance process.

C. The first two (2) bargaining unit employees who register and attend classes offered by Minneapolis Public Schools Information Technology Services may do so at no cost to the employee. This provision is not subject to the grievance process.

D. CAREER DEVELOPMENT: The District and the union are committed to providing opportunities and incentives, when feasible, for Union members to develop careers as

teachers with the Minneapolis Public Schools. The District and the union agree to continue to seek opportunities for collaborative efforts such as the Augsburg Reach Program which supports Union members who wish to become teachers. It is hoped that many of the Union members recruited to pursue careers as teachers will represent the diversity in the bargaining group and the students of the School District.

This provision is not subject to the grievance process.

E. PROFESSIONAL GROWTH AND DEVELOPMENT: In recognition of the invaluable services that members of the AFSCME bargaining units provide which support the enhancement of learning for the students of the Minneapolis Public Schools, AFSCME Council 5, Local 56, and the Minneapolis Public Schools support plans which provide—for the improvement and enhancement of the knowledge and skills of bargaining unit members necessary to support the mission of the Minneapolis Public Schools (for the current contract see the Appendix).

F. SECRETARY TRAINING DAY: Employees working as a Secretary, School Secretary I, School Secretary II, or School Secretary III will receive, without loss of pay, one (1) day of job-related training per fiscal year.

ARTICLE XVII. Leaves of Absence and Return from Leaves

Employees may request a leave of absence for the following reasons: Childcare Leave, Personal Leave with Pay, Critical Illness or Death in Family, School Conference and Activities Leave, and Leave without pay.

A. CHILDCARE LEAVE:

1. **Purpose and Procedures.** A leave of absence shall be granted to an employee 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 forty-five (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 childcare leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

2. **Effective Dates Of Leave.** The dates of commencement and termination of childcare leave shall be at the discretion of the employee in consultation with her/his physician, if appropriate, and with the employee's supervisor.

   Leaves granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year.

   Upon notice of five (5) duty days, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

3. **Use of Sick Leave and Return to Duty.** An employee may use sick leave pursuant to the sick leave provision of the agreement during a period of physical disability. However, the employee shall not be eligible for sick leave during a period of time covered by child care leave. A statement from the employee's personal physician must be submitted to the school physician concerning medical complications.

4. **Probationary Period.** The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

B. PERSONAL LEAVE WITH PAY:

1. **Guidelines for Granting Personal Leave.** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions. An additional two days per calendar year, charged to accrued sick leave, may be used for the observance of religious holidays not covered in Article VIII, Holidays.

2. **Requests.** Use of accrued sick leave for personal leave and religious holidays shall be granted only with the prior approval of the supervisor. Application should be made to the supervisor at least 48 hours in advance.

C. CRITICAL ILLNESS OR DEATH IN FAMILY:

1. **Death In The Family.** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of significant others, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the death of the individual.

2. **Critical Illness.** Critical illness is defined as an illness where death is impending, but recovery is possible. Employees may be granted a leave of absence for up to five (5) days in the event of the critical illness of the employee's mother, father, sister, brother, spouse, child, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness.

3. **Leaves For Critical Illness And Death In The Family.** Such leaves shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death.

4. **Critical Illness Or Death Of A Friend.** Employee's may take up to two (2) days, to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend.

D. SCHOOL CONFERENCE AND ACTIVITIES LEAVE: An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) day written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.

E. LEAVES WITHOUT PAY: Employees may be granted leaves of absence without pay for reasonable periods of time upon approval of their principal or supervisor. Reasons for which leaves may be granted include, but are not limited to, temporary illness or disability properly verified by a medical authority; to pursue education that benefits the employee's professional development or enhances their job performance; to become a candidate for public office; or for personal reasons not to exceed one (1) year.

Employees returning from leaves of absence of six (6) months or less shall be guaranteed a return to the specific position they held prior to the leave contingent upon the position's continued existence. In the event that the specific position no longer exists, the employee shall be placed on intermittent status pending appointment to a permanent position through the lateral transfer process as described in Article XVIII, Section A. In the event that the leave of absence is more than six (6) months, the District may choose to hold the position or not. If the position is not held, the employee returning from leave may bid on positions as per Article XVIII, Section A of the bargaining agreement.

Changes in dates planned for commencement or termination of leaves must be requested in writing at least ten (10) duty days prior to the originally scheduled date. The effective date of return to work shall be determined based on mutual agreement of the employee and the supervisor, but shall be no later than ten (10) duty days following receipt of the request for change.

ARTICLE XVIII. Transfer and Reassignment

Employees will not be considered for voluntary transfer while on probation unless their position is excessed.

Positions not filled by internal transfer to be filled by using the Rule of the List except for classifications designated as promotional only.

A. LATERAL TRANSFER:

1. In all classifications, the existing vacancy is posted on-line for five (5) working days for voluntary bidding by employees within the classification posted A copy of the vacancy list shall be available on-line and will also be provided to the union.

2. The senior eligible bidder is accepted for the position and an interview is arranged by the Human Resources Department with the receiving supervisor; such transfers employees are limited to a maximum of one (1) per school year period. Employees returning from unpaid leaves of absence may bid on jobs in their permanent classifications under the provisions of this section.

3. The maximum waiting period between acceptance and movement to the position will be two (2) weeks. If there is a need to make an exception to this waiting period, the date of transfer will be arrived at by mutual agreement between the Union and the District.

4. Any employee so transferred will be given a thirty (30) work day "compatibility period" in the position, during which time either the employee or person in charge may request termination from the position, subject to approval of the Human Resources Department. The parties may agree upon a fifteen (15) work day extension of the compatibility period based on their agreement that a reasonable expectation exists that the employee will be successful upon completion of the extension. Formal job improvement targets shall be set by mutual agreement which will be used to determine the employee's status at the end of the extension. Such extensions are subject to the approval of the Human Resources Department. If an employee is placed on intensive assistance during the compatibility period, the employee will not be reassigned to another position.

At the beginning of the compatibility period, the supervisor in charge and the employee will meet to review written job duties and expectations for successful completion of the compatibility period. After fifteen (15) work days and at the end of the thirty (30) day period, the supervisor in charge and the employee shall meet to assess whether or not the employee has met or is meeting the expectations.

A two (2) week notice in writing will be given in the event that the employee or supervisor in charge intends to request reassignment.

If desired, arrangements may be made for a joint meeting with the concerned parties and a representative from the Union, and the Human Resources Department, upon receipt of a letter from either the employee or person in charge stating reasons for dissatisfaction at any time during the compatibility period.

a. The bargaining unit employee who is affected by this section will then have the following options:

(1) may return to the previous position if it is available with the approval of the supervisor;

(2) voluntary demotion to an existing vacancy in a lower classification. Employees selecting this option shall be notified in writing that this is a permanent action and that their salary will be adjusted as per Article VIII, Section C of this Agreement;

(3) accept intermittent status pending permanent placement within their current classification; a person on intermittent status may be considered for a vacancy as part of the lateral transfer process. If the employee has not been permanently assigned as of the next

end of the school year bidding session, the employee will be placed on the recall list for that classification; or

(4) with the approval of the supervisor concerned, be placed on temporary assignment to the vacancy created by "b" below until the position is filled through further posting.

If the employee is assigned to a position of less than a like or comparable position except for "2" above, the excessing site or department shall assume responsibility for any difference in pay unless the incumbent voluntarily agrees to the reduced pay.

b. If during the compatibility period or extension thereof the employee requests to be reassigned, the applicant who is next in seniority to lateral based on the original posting shall be referred to the vacancy upon reassignment of the employee to a like or comparable position.

5. Employees whose work schedule totals less than forty (40) hours per week may bid on posted positions which are less than full-time with the intent of adding hours to their current positions two (2) times per twelve month period. If the employee retains her/his original position and only adds hours, such addition shall not be considered as her/his one (1) lateral transfer in a twelve (12) month period.

All proposed combinations of positions are subject to approval of the Human Resource Department. The resulting combined position becomes that individual employee's permanent assignment. In no event may an employee's total number of hours exceed forty (40) hours per week.

In the event any portion of the employee's assignment is reduced or the hours become incompatible, the employee will have the option of excessing themselves from their entire position or only that portion of the position that is being changed. Such employees will be considered as excessed and Article XVIII, Section H shall apply.

In the event an incumbent leaves a combined position for any reason, the individual pieces of the position shall be posted as per Article XVIII. Section A, 1.

B. **PROMOTIONAL TRANSFER:**

The following classifications are promotional only and open solely to bargaining unit members:

- Account Clerk II & III
- Account Clerk Supervisor
- Administrative Aide (Except Superintendent's Office)
- Bindery Equipment Operator II & III
- Census Report Clerk
- Community Aide II & III
- Computer Operator II

- Data Entry Operator II & III
- Data Processing Services Aide
- Duplicating Operator II & III
- Evaluation & Testing Assistant II
- Information/Technology Assistant
- Mail Room Services Clerk
- Payroll Clerk III
- Placement Assistant I & II
- Reports Technician
- School Secretary I, II, & III
- School Secretary I/Spanish
- Software Support Specialist
- Special Education Report Clerk
- Video Specialist
- Word Processing Services Operator

1. When a vacancy exists in a promotional classification, the vacancy is posted as in Article XVIII, Section A, and if there are no eligible lateral bidders, requisition is made to Human Resources Department to fill the position. The Human Resources Department shall post the position and applications would be accepted to establish a candidate pool. The candidate pool would be promotional only.

2. Five (5) names, selected in random order, will be referred to the sites to be interviewed. Sites may request a name specifically from the list to be included in the list of names. The candidate who is the best match for the position and the site would be selected.

The salary for the successful candidate shall be set as defined in Article VIII, Section D of this Agreement. The maximum waiting period between acceptance and movement to the position will be two (2) weeks. If there is a need to make an exception to this waiting period, the date of transfer will be arrived at by mutual agreement between the union and the District provided that the employee's salary increase and seniority will go into effect at the expiration of the two (2) week waiting period.

3. A sixty five (65) duty day probationary period is in effect during which time the employee must prove satisfactory on the job.

Should the employee prove unsatisfactory, the employee is demoted to the previous classification. The salary of the employee so situated will be that held prior to the promotion. The employee retains the seniority held in the previous classification.

The employee will bid into a position in the previous classification or will be assigned to a position that has cleared the lateral transfer process. The employee will not have the option of declining a position of "like" status. If there is no vacancy in the previously held classification, the employee has two options:

a. Accept intermittent status pending permanent placement within the previously held classification; a person on intermittent status may be

considered for a vacancy after the lateral transfer process is completed. If the employee has not been permanently assigned as of the mutually determined date; the employee will be placed on the recall list for that classification.

b. May voluntarily demote to an existing vacancy in a lower classification with their salary adjusted as per Article VIII, Section C of this Agreement. The employee shall be placed on a lay off list in the most recently held classification in seniority order. The employee remains on the recall list until the mutually determined date when the employee who has not been placed shall be considered excessed. Placement from the recall list shall be done according to Article XVIII, Section H.

The employee will return to the candidate pool and will have one more opportunity to succeed in the new job classification. If given a second opportunity and the employee is not successful, the employee will be removed from the pool and can reapply again after one year.

C. ADMINISTRATIVE TRANSFER: When it is deemed necessary to transfer an individual for administrative reasons, the supervisors affected will be apprised of the existing situation and the transfer made, subject to approval of the Human Resources Department.

D. TRANSFER OF TITLE:

1. An employee may request a transfer of title during the lateral bidding posting and receive consideration after the lateral bidding process is complete. An employee may request a title change to any position in the District within the bargaining unit within their same or lower salary level regardless of promotional lines provided that the employee meets the qualifications of the position to which they want to transfer if the following conditions are met.

a. The Human Resources Department approves the title change.

b. The transfer of title is to a job class at the same (or lower) salary level. The salary of the employee shall be set at the same step of the new schedule which is closest to but not less than their current salary except when the current salary is greater than the top step of the new classification. In that event, the employee's salary shall be set at the top step of the new classification.

c. The employee meets the requirements of the job classification to which transfer is sought.

d. The employee is not on intensive assistance.

2. Any employee so transferred will be given a thirty (30) work day "compatibility period" in the position, during which time either the employee or person in charge may request termination from the position, subject to approval of the Human Resources Department. The parties may agree upon a fifteen (15) work day extension of the compatibility period based on their agreement that a

reasonable expectation exists that the employee will be successful upon completion of the extension. Formal job improvement targets shall be set by mutual agreement which will be used to determine the employee's status at the end of the extension. Such extensions are subject to the approval of the Human Resources Department.

At the beginning of the compatibility period, the supervisor in charge and the employee will meet to review written job duties and expectations for successful completion of the compatibility period. After fifteen (15) working days and at the end of the thirty (30) day period, the supervisor in charge and the employee shall meet to assess whether or not the employee has met or is meeting the expectations.

A two (2) week notice in writing will be given in the event that the employee or supervisor in charge intends to request reassignment.

If desired, arrangements may be made for a joint meeting with the concerned parties and a representative from the Union and the Human Resources Department upon receipt of a letter from either the employee or person in charge stating reasons for dissatisfaction at any time during the compatibility period.

a. The bargaining unit employee who is affected by this section will then have the following options:

(1) may return to the previous position if it is available with the approval of the supervisor,

(2) voluntary demotion to an existing vacancy in a lower classification. Employees selecting this option shall be notified in writing that this is a permanent action and that their salary will be adjusted as per Article XII, Section C of this Agreement; or,

(3) accept intermittent status pending permanent placement within their current classification; a person on intermittent status may be considered for a vacancy as part of the lateral transfer process. If the employee has not been permanently assigned as of the next end of the school year bidding session, the employee will be placed on the recall list for that classification.

3. Effects of Transfer on Employee Status.

Seniority: Job classification seniority in the new job title will begin on the date the employee is actively at work in the new classification. In the event that the employee does not "pass" the compatibility period, she/he retains the seniority held in the previous classification.

E. TRANSFERS OUT OF AFSCME BARGAINING UNITS: Employees covered by this contract who transfer or promote into other District positions outside of AFSCME bargaining units will retain their classification seniority within AFSCME bargaining units for a period of two

(2) years. Employees who wish to return to an AFSCME represented position within two (2) years will be placed on a recall list, but do not possess bumping rights.

F. JOB STUDY AND RECLASSIFICATION:

1. When an individual position is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancy shall deemed to have been created. Upon reclassification, the incumbent employee shall be appointed to the reclassified position if the incumbent has been in the existing position for a minimum of 12 months as a permanent employee provided that if the incumbent is classified as an intermittent or detailed employee, the position must be posted. The salary of the reclassified employee shall be as defined in Article VIII, Section I. The employee's classification seniority date and anniversary date for step increases shall be determined by the date the completed job study request was submitted to Human Resources.

2. When a group of individuals in a classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified positions if the incumbents have been in the existing positions for a minimum of 12 months as permanent employees provided that if any incumbents are classified as intermittent or detailed employees, the position(s) must be posted. The employee's classification seniority date and anniversary date for step increases shall be determined by the date the completed job study request was submitted to Human Resources.

3. If an individual employee is not included in a job study to which they feel they should have been included, said employee may submit a written request to be included in the original job study. Said employee must submit verification that they met the qualifications of the upgrade at the time of the original job study. The employee's classification seniority date and anniversary date for step increases shall be determined by the date the completed job study request for the group was submitted to Human Resources.

4. In the event that an entire job classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of work performed to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created. Upon reclassification, permanent incumbent employees shall be appointed to the reclassified positions. In the event that minimum requirements for the position change, incumbents on probation may be required to meet the new requirements within a period of time mutually agreed to by the District and the Union. Individual positions held by incumbents classified as intermittent or detailed employees must be posted. The salary of reclassified employees shall be as defined in Article VIII, Section I. The classification seniority date for reclassified employees shall remain the same as that held prior to reclassification. The anniversary date for reclassified

employees shall be set based on the date the completed job study request is submitted to Human Resources.

5. If the reclassification is denied, the employee has the right to appeal the decision. The appeals committee will review the job study and make a final determination. If the decision is upheld, the employee must wait 24 months before requesting another job study. Another job study may be considered sooner if the supervisor can show a substantial change in the position since the last job study.

G. EXCESSING:

1. Excessing exists when a position is abolished or decreased staff is required due to reduction of clerical allotment.

2. When excessing exists, the Human Resources Department is advised as to the amount of the departmental excessing by classification and determines through seniority the employee(s) who is excessed.

3. The excessed employee is the person with least seniority in that classification assigned to the school, program or department where the excess exists provided that all temporary or detailed employees will be excessed first. Written notice of excessing will be sent to the employee at their last known address or their current work assignment at least ten (10) business days prior to the effective date of the excess.

4. When a position is reduced in hours per week or weeks per year or both, the following steps be taken:

a. the incumbent is offered the option of retaining the reduced position on a voluntary basis.

b. if incumbent declines the reduced position, the old position will be canceled; thereby, excessing the incumbent and the regular excessing rules and procedures will be applied so that the least senior employee of like status be affected.

c. the established rules to fill a new position would then be applied to the reduction.

5. For the purposes of this section, seniority is defined as in Article III, Sections J and K of this Agreement.

H. EXCESSED EMPLOYEES:

1. Employees who are excessed, on lay off, or on intermittent status within each classification prior to a mutually determined date of each year shall be combined on a recall list in classification seniority order. Employees shall remain on the recall list for two (2) years.

For the purposes of this Section, employees is defined to include part-time employees.

2. Employees on the recall list shall be notified in writing of an available vacancy for which they are eligible for recall.

In the event that the number of vacant positions and the number of employees to be recalled warrants a special bidding session, the affected employees will be notified in writing five (5) business days prior to the bidding session. If the employee is already on lay off, notice is to be mailed to the employee's last known address. Notice of the bidding session will be mailed to all bargaining unit employees within the affected classification, including those on leaves of absence if they are scheduled to return from the leave of absence between July 1st of any year and the beginning of the next school year.

After a mutually determined date each year, positions which become vacant, will be held for the bidding session. Any employee interested in lateral transfer may participate in the bidding session along with employees on the recall list. The union and the District will confer yearly on the calendar for placement of employees covered by this agreement if excessing and bumping occur.

3. Placement of Excessed Employees.

a. In the event that a vacancy of like status exists in the same classification, the employee must fill said vacancy. Vacancies are filled according to classification seniority and status of those bidding on the vacancy.

b. If no vacancy exists, the excessed employee may "bump" the least senior employee in the person's classification with like employment status within the Board of Education.

For the purposes of bumping within classification, seniority is based on the employee's time in classification.

c. In the event that all positions of like employment status have been filled, an employee will have the right to replace a person with lesser seniority who was the last certified to a classification provided the excessed employee has previously completed probation satisfactorily in that classification. In the event that no such position is available, employees will have the right to replace an employee of lesser seniority who was last certified to a lower classification in the same promotional line provided the excessed employee meets the current minimum qualification of such lower classification (lower salary).

The demoted employee will be placed on a recall list for the classification from which demoted for a period of two (2) years. The salary of a demoted employee shall be adjusted as per Article VIII, Section C of this agreement.

d. If the employee elects to waive rights under a, b, or c above, or the employee does not meet the above criteria, the employee may accept a position as an intermittent. The intermittent employee shall be placed on a recall list for the classification from which demoted for a period of two (2) years.

The salary of an intermittent employee shall be set at the step of the intermittent classification which is closest to, but not less than their current salary, but in no event more than the top step of the intermittent classification.

The intermittent employee must continue to bid on vacancies. Seniority continues in classification certified to, regardless of positions held.

4. For the purpose of this section, seniority is defined as in Article III, Sections J and K of this agreement except as provided in Subsection 1 above.

I. INTERMITTENT STATUS

1. Permanent Positions: An Intermittent employee must seek a permanent position by doing the following:

- Said employee must bid on vacancies of like status as they are posted in order to secure a new position. The postings will be mailed to the employee's home address. It is the employee's responsibility to make sure Human Resources has employee's current home address and phone number.

- Said employee must first attempt to secure a permanent position through the bidding process rather than through bumping.

- If said employee is offered and refuses a permanent position of like status, he/she will be laid off and placed on the recall list.

2. Temporary Assignments: Intermittent employees will have priority for placement before temporary employees. They shall have the right to, if qualified, displace a temporary employee including those hired outside the Human Resources hiring process, if there are no vacant temporary positions. Intermittent employees must accept temporary assignments while on intermittent status.

While on intermittent status, employees must accept temporary assignments by doing the following:

- Said employee must stay in contact with the Reserve Staffing Assignment Specialist in Human Resources regarding temporary assignments until she/he accepts a permanent position.

- Said employee is not guaranteed to receive an assignment or to have an assignment in any particular geographic area.

- Said employee must accept assignments that are offered. Failure to do so may result in her/his placement on the recall list and he/she may not be called for further temporary assignments.

- Once said employee has accepted a temporary assignment, she/he is expected to stay in it as long as it is available or until she/he has secured a permanent position. If said employee is unable to report to work at her/his temporary assignment, she/he must contact the site directly.

3. Limitation on Intermittent Status: In any single incident, employees may not stay on Intermittent Status for a period greater than twenty-four(24) consecutive months. Within the parameters of the Collective Bargaining Agreement, there are no limitations on the number of times an employee may elect Intermittent Status.

J. CLOSING OF SCHOOLS: When a school, department or program is closed, all Civil Service employees assigned to that school are considered excessed as per Section H.

K. MERGER OR DIVISION OF SCHOOLS, DEPARTMENT, OR PROGRAMS:

1. When schools, programs, or departments are merged or divided, the number of available positions in the merged school or program shall be determined by the Board of Education.

2. Employees who were assigned to the merged or divided schools, programs, or departments immediately proceeding the merger or division shall be assigned in order of seniority by the principal or supervisor of the merged or divided schools, programs or departments.

3. Unassigned employees will be excessed. Such employees fall in category I. EXCESSED EMPLOYEES.

L. MODIFIED DUTY ASSIGNMENTS:

1. Any employee of the Board of Education who has work restrictions verified by a physician may be placed temporarily into vacancies which meet the restrictions determined by the physician or the employee's qualified rehabilitation counselor (QRC).

2. Employees assigned under the provisions of this article shall be paid the salary of the position into which they are detailed as defined in Article VIII, Section C of the collective bargaining agreement. Eligible employees will receive worker's compensation benefits to meet the statutory requirements.

3. When an employee is determined fit for return to duty to the previously held classification, the employee will be placed permanently according to the provisions of the applicable collective bargaining agreement or civil service rules if the contract is silent. Employees represented by the Union who have been on a medical leave or worker's compensation leave of less than 6 months would be reassigned to the position held prior to the medical leave. Employees returning

from leave of longer than 6 months may be placed according to the provisions of Article XVII, Section E Leaves or Article XVIII, Section H Excessed Employees.

M. RELOCATION OF PROGRAM, DEPARTMENT, OR SCHOOL: When a program, department, or school is relocated intact to another site, employees assigned to that program, department, or school shall remain assigned to that program, department, or school.

N. ESTABLISHMENT OF CERTIFICATION LISTS: In the event that a vacancy is not filled by lateral transfer and a eligibility list needs to be established before the vacancy can be filled, notice of the establishment of such list shall be posted for a minimum of five (5) work days in each building where bargaining unit employees work with applications accepted during the entire posting period.

O. FRESH START: When a school is determined to be "fresh start" all the employees of this bargaining unit at that site shall be considered excessed. The "fresh start" site may fill these positions based on interviews of three to five (3-5) of the most senior lateral transfer candidates with the ability to select any of these candidates. These "fresh start" site positions will not be considered a part of the bumping provisions (Article XVIII) of this contract. The exemption from the bumping process (Article XVIII) of this provision applies only during the first year of the "fresh start" and upon implementation these provisions will be reviewed annually by the District and the Union.

ARTICLE XIX. Grievance Procedure

The District and the Union desire that the Union have a means by which grievances may be given timely, fair and continued consideration until resolved.

A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions.

Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.

A. 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) work days after the event giving rise to the grievance occurred. Written notice by the employer or its designee to an employee 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.

If the District fails to reply in writing within the stated time periods, the Union may move the grievance to the next step outlined in the procedure below. Time lines listed in the grievance procedure may be waived by mutual written agreement of the parties.

B. ADJUSTMENT OF GRIEVANCE: The District and the Union shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Step 1.

a. The employee may, with or without her/his union steward, informally discuss the grievance with their principal or immediate supervisor.

b. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing by the Union Representative and submitted to the principal or supervisor with a copy to the Labor Relations Department. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) work days after the event giving rise to the grievance. The supervisor shall respond in writing to the grievance within five work days following submission of the written grievance.

Step 2.

a. If the supervisor's written answer is not acceptable to the Union, the Union will forward a copy of the written grievance along with the reasons why the Step 1 response is not acceptable to the Labor Relations Department, Contract Administrator within ten (10) work days following receipt of the Step 1 response. A meeting will be scheduled among representatives of the District and the grievant and Union within five (5) work days following submission of the written grievance to the Labor Relations Department.

b. Within ten (10) work days following the Step 2 meeting, the District shall submit a written reply to the grievant and the Union. If the District fails to reply in writing, the Union may request arbitration in accordance with Step 3 of this procedure.

Step 3.

If the grievance is not resolved in Step 2, the Union may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the Union of the District's written reply to the grievance.

Either party (District or Union) may submit the grievance to non-binding grievance mediation through the Bureau of Mediation Services before proceeding with selection of the arbitrator.

The District and the Union may select a mutually acceptable arbitrator. If not able to do so, the Union may request a list of at least seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement. Fees and expenses of the arbitrator shall be divided equally between the District and the Union.

The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the Union.

Nothing in this bargaining agreement shall prevent an employee from pursuing both a grievance under the Collective Bargaining Agreement and other remedies including, but not limited to, a Charge of Discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE XX. Employee Discipline

A. The District shall discipline employees only for just cause. All discipline may be appealed through the discipline procedures as contained in Article XIX of this Agreement.

B. The principle of progressive discipline shall be applied when appropriate.

C. Suspensions, notices of demotion, and discharges shall be in written form. Copies of said actions, along with copies of written reprimands, shall be sent by certified mail to the affected employee.

D. The District will inform the employee of their right to have a Union representative present during investigations which may lead to discipline and meetings at which discipline is issued.

ARTICLE XXI. Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance. The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

If you have any concerns about possible discrimination in the workplace please contact one of the following:

- For Affirmative Action/EEOC issues contact the Affirmative Action/EEOC Director.
- For disability issues ("A.D.A.") contact the Administrator for Employee Effectiveness.

ARTICLE XXII. Alternative Dispute Resolution

Many disputes arise that do not meet the definition of a grievance but have adverse impact on the work environment. (For example, a personality conflict). The current recommended process for employees is to:

1. Discuss the conflict with the person directly, if possible;
2. Talk with the supervisor and request intervention;
3. If you cannot resolve the issue , the supervisor and/or the union steward can be asked to intervene and/or mediate; and
4. If resolution cannot be reached, the Executive Director for each department, or Area Superintendent for your school, may be contacted.

Such disputes might be considered candidates for conflict resolution. A joint/labor management committee will be established to develop an alternative dispute resolution process to address conflicts that are not covered by the contract and/or district policies. Within 30 days of ratification of the contract the committee will convene.

Please note: all employees are expected to conduct themselves at the highest level of professional behavior at all times. Nothing in this section shall be construed as limiting these standards.

ARTICLE XXIII. Personnel Files

It is recognized that all employee files are subject to Minnesota Data Practices Law, including but not limited to:

- The main personnel file kept at Human Resources.
- Any personnel file kept at the building level and/or departmental level.
- Any file maintained by a supervisor.

A. Materials in files: The supervisory file shall contain positive data regarding the employees performance, as well as initial minor infractions, irregularities, or deficiencies. Any minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

The parties mutually recognize that the District does have the right to create and maintain supervisory files on individual employees. However, it is also required that upon request of the employee, that employee shall have the right to review the supervisory file. Upon reviewing of the supervisory file, the employee shall have the right to write a response letter to the supervisor. The supervisor shall have the discretion of placing the employees response letter in the supervisory tile.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein.

Allegations that have not been investigated or substantiated shall not be placed in the employee's personnel file.

Only the personnel office record may be used as evidence in any disciplinary action or hearing. This does not limit; restrict or prohibit the District from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

B. Employee/Union Access to File: The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee.

C. Removing Materials from File: Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

1. A written reprimand provided that no further disciplinary action has been taken against the employee for three (3) years from the date for the written reprimand;
2. A written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for four (4) years from the effective date of the suspension;

Materials removed pursuant to this section shall be provided to the employee.

ARTICLE XXIV. Summer School and After School Programs

A. Summer school positions will be posted in all buildings where bargaining unit employees work.

B. A certified employee who is hired to work summer school in the same classification as assigned during the regular work year shall be paid at the same rate of pay for that classification as they received for the regular work year. When assigned to work in a classification other than the classification to which assigned during the work year, the employee will be paid the rate of pay of the classification to which assigned for summer school.

C. Bargaining unit employees regularly assigned to school site assignments during the regular school year shall have the opportunity to work in summer school before non-Minneapolis Public School employees are assigned. Exceptions may be made when special requirements are necessary for assignment to a program with prior approval of Human Resources. This provision is subject to the grievance process but not arbitration. Employees who are not selected are put into a pool to be hired for summer school before temporary employees.

D. For After School Programs – Additional hours will first be offered to permanent employees at the site. If the additional hours make the employee benefit eligible, the site must post the position. The additional hours cannot put the employee into overtime.

ARTICLE XXV. Temporary Employment

A. Temporary employees shall be used if a position exists that is expected to last less than six (6) months, if a position is vacant pending appointment from an eligible list, or as a replacement for a permanent employee on authorized leave of absence.

B. The term of said appointment shall not exceed six (6) calendar months except that an extension may be requested up to an additional six (6) months in the event that the temporary employee is serving as a replacement for a permanent employee on authorized leave of absence.

C. Appointment of temporary employees shall be processed through the Human Resources Department.

D. The salary of temporary employees shall be set at not more than the first step of the classification. However, exception may be made for retired employees.

E. Temporary employees are not eligible for any contract benefits.

F. Temporary employees do not have the right to be "grandpersoned" into a vacant bargaining unit position or to fill a vacant bargaining unit position on a permanent basis.

ARTICLE XXVI. No Strike/No Lockout

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement including any extensions of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

Employees covered by this Agreement will not be expected to perform duties usually performed by employees who may be engaged in a work stoppage as defined above or any other employees. The Board of Education agrees not to prevent employees covered by this Agreement from performing their usual duties so long as this Agreement, including any extension of this Agreement, is in effect. However, both parties recognize that a work stoppage, as defined above, by employees in other bargaining units may force the Board of Education to close some or all of the District activities and that layoffs of employees covered by this Agreement may occur. In such event, the provisions of Article XVIII shall not be operable.

ARTICLE XXVII. Severability Clause

If any provision of this contract or any application of this contract to any member of the units or group of members in the units shall be found contrary to federal or state law or city ordinance, 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 found to be contrary to federal or state law or city ordinance shall be renegotiated by the parties.

ARTICLE XXVIII. Complete Agreement

A. 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 except by mutual Agreement.

B. CIVIL SERVICE RULES: The parties to this Agreement expressly recognize that certain terms and conditions of employment are governed by the Rules of the City of Minneapolis Civil Service Commission and that the Rules of the City of Minneapolis Civil Service Commission (December 31, 2001 edition), except where specifically superseded by this Agreement, shall be considered to be part of this Agreement. Both parties agree that they will abide by those Rules for the term of this Agreement and any extensions thereof. The parties agree that if the Civil Service Commission changes or adds to its Rules in such a way as to conflict with any express provision of this Agreement, the terms of this Agreement shall prevail. In the event that the Board of Education severs its ties to the City of Minneapolis Civil Service Commission, the Civil Service Rules as most recently in effect prior to severing of such ties shall remain in full force and effect for the duration of the agreement.

ARTICLE XXIX. Duration of Agreement

This Agreement shall be in force and effect for twenty-four (24) months from the first day of July 2004 and ending June 30, 2006, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to the 30th day of June 2006.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the 25th day of October 2005.

SPECIAL SCHOOL DISTRICT NO. 1

by _____
Chairperson of the Board of Education

by _____
Chairperson of the Board of Education Negotiating Committee

BOARD OF EDUCATION EMPLOYEES LOCAL 56, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 5

by _____
President of Local 56

by _____
Business Agent of Local 56

APPROVED
OCT 25 2005
BOARD OF EDUCATION MEETING

APPENDIX A SALARY SCHEDULES

Effective July 1, 2004

Step	PAY GRADES									
	A*	B	C	D	E	F	G	H	I	J
1		15.26	16.07	17.01	18.14	19.04	19.44	22.21	23.56	24.90
2		15.71	16.55	17.52	18.69	19.61	20.02	22.87	24.28	25.65
3		16.18	17.05	18.04	19.25	20.20	20.63	23.55	25.00	26.41
4		16.70	17.59	18.63	19.86	20.95	21.38	24.42	26.04	27.63
5		17.25	18.15	19.22	20.51	21.72	22.17	25.31	27.10	28.90
6		17.80	18.73	19.84	21.16	22.52	22.98	26.24	28.23	30.23
7		18.37	19.33	20.48	22.83	23.35	23.83	27.20	29.38	31.63
8		19.10	20.09	21.29	22.70	24.33	24.83	28.35	30.65	33.04
9		19.67	20.70	21.93	23.38	25.06	25.58	29.21	31.88	34.03

***No positions currently in Grade A.**

Effective July 1, 2005

a) Because of the new step added at the bottom of the 2005-2006 schedule, all current employees in steps 1-7 eligible for a step increase on July 1, 2005, will advance one step in the old schedule (e.g. 1 to 2), and be placed into the corresponding step in the new schedule (2-3).

b) Those in step 8 do not advance a step, but will be placed in step 9 of the new schedule.

c) Those in step 9 move into red circle status.

STEPS		PAY GRADES									
Ol	New	A*	B	C	D	E	F	G	H	I	J
	1		14.95	15.75	16.67	17.78	18.65	19.05	21.76	23.08	24.39
1	2		15.41	16.23	17.18	18.32	19.23	19.63	22.43	23.80	25.15
2	3		15.87	16.72	17.70	18.88	19.81	20.22	23.10	24.52	25.91
3	4		16.34	17.22	18.22	19.44	20.40	20.84	23.79	25.25	26.67
4	5		16.87	17.77	18.82	20.06	21.16	21.59	24.66	26.30	27.91
5	6		17.42	18.33	19.41	20.72	21.94	22.39	25.56	27.37	29.19
6	7		17.98	18.92	20.04	21.37	22.75	23.21	26.50	28.51	30.53
7	8		18.55	19.52	20.68	22.05	23.58	24.17	27.47	29.67	31.95
8	9		19.29	20.29	21.50	22.93	24.57	25.08	28.63	30.96	33.37
9											
(Red Circle)			19.87	20.91	22.15	23.61	25.31	25.84	29.50	32.20	34.37

APPENDIX B CLASSIFICATIONS BY UNIFIED SALARY GRADES

GRADE A (0 -- 90 PTS)
- ◊ No Classifications In This Group

GRADE B (91-100 PTS)
- ◊ Clerk I
- ◊ Community Aide I
- ◊ Security Monitor

GRADE C (101 - 112 PTS)
- ◊ Clerk Typist I
- ◊ Community Aide II
- ◊ Community Aide III
- ◊ Data Entry Operator I
- ◊ Data Entry Operator II
- ◊ Receptionist
- ◊ Stock Clerk I

GRADE D (113 - 125 PTS)
- ◊ Account Clerk I
- ◊ Announcer Operator
- ◊ Clerk II
- ◊ Clerk Steno I
- ◊ Computer Operator I
- ◊ Evaluation & Testing Assistant I
- ◊ Mailroom Services Clerk
- ◊ Management Information Systems Assistant
- ◊ Payroll Clerk I
- ◊ Security Monitor II
- ◊ Video Production Aide

GRADE E (126 - 138 PTS)
- ◊ Clerk Typist II
- ◊ Clerk Typist II/Collections
- ◊ Data Entry Operator III
- ◊ Health Screening Coordinator
- ◊ Health Services Assistant
- ◊ Music Director
- ◊ News & Public Affairs Director
- ◊ Photo ID Coordinator
- ◊ Placement Assistant CPAC
- ◊ Promotions Director
- ◊ Traffic Management Coordinator
- ◊ Transportation Records Clerk

GRADE F (139 - 155 PTS)
- ◊ Account Clerk II
- ◊ Benefits Clerk
- ◊ Census Report Clerk
- ◊ Clerical Technician
- ◊ Computer Operator II
- ◊ Evaluation & Testing Assistant II
- ◊ Human Resources Assistant
- ◊ Information & Technology Assistant
- ◊ Licensed Practical Nurse
- ◊ Payroll Clerk II
- ◊ Placement Assistant II
- ◊ Reports Technician
- ◊ Software Support Specialist
- ◊ Special Education Report Clerk

GRADE G (156 - 172 PTS)
- ◊ Account Clerk III
- ◊ Administrative Aide
- ◊ Chemical Health Specialist
- ◊ Child Development Technician
- ◊ Child Development Technician (Child Care & Multicultural)
- ◊ Communications Assistant
- ◊ Draftsman II
- ◊ Fleet Data Management Specialist
- ◊ School Secretary I
- ◊ School Secretary I/Spanish

GRADE H (173 - 191 PTS)
- ◊ Account Clerk Supervisor
- ◊ Administrative Analyst I
- ◊ Administrative Research Asst
- ◊ Child Development Specialist
- ◊ Draftsman III
- ◊ EDP System Analyst Programmer
- ◊ Environmental Health Specialist
- ◊ H R Information Specialist
- ◊ Information Technology Tech
- ◊ Payroll Clerk III
- ◊ Public Information Assistant
- ◊ School Secretary II
- ◊ Secretary
- ◊ Video Production Director

GRADE I (192 - 210 PTS)
- ◊ School Secretary III

GRADE J (211 - 232 PTS)
- ◊ EDP Systems Analyst Programmer II
- ◊ Senior Internet Engineer
- ◊ Senior Web/Database Programmer

UNIFIED SALARY PLAN SALARY LEVELS

Salary Level Pay Equity Points

A	0 - 90
B	91 - 100
C	101 - 112
D	113 - 125
E	126 - 138
F	139 - 155
G	156 - 172
H	173 - 191
I	192 - 210
J	211 – 232

Minneapolis Public Schools **Policy 4000**

Adopted: 05/26/81

EQUAL EMPLOYMENT OPPORTUNITY POLICY

(3) 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.

(4) 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.

(5) IMPLEMENTATION

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

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

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

Policy 4002

Adopted: 12/18/90
Revised: 11/09/93

SEXUAL, RELIGIOUS, RACIAL HARASSMENT AND VIOLENCE

(6) GENERAL STATEMENT OF POLICY

Sexual (including sexual orientation and affectional preference), ethnic/racial harassment and harassment based on religious beliefs or practices and disability are forms of discrimination

which violate either Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et. Seq, and/or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01-363.15 (1993). Sexual (including sexual orientation and affectional preference), ethnic/racial, religious or disability violence is a physical act of aggression directed toward a person or groups of persons because of their sex, ethnic/racial background, religion or religious practices, disability, sexual orientation or affectional preference. Violence directed toward a person or persons because of the person's sex, race/ethnicity, religion or religious practices, disability, sexual orientation or sexual preference is also violative of these same statutes and may also represent a criminal law violation.

It is the policy of Minneapolis Special School District No. 1 (the "School District") to maintain a learning and working environment free of harassment based on sex, race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment and violence. The School District prohibits any form of sexual, ethnic, religious, disability, sexual orientation or affectional preference or other improper harassment and violence.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding race\ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to inflict, threaten to inflict, or attempt to inflict violence relating to sexual (including sexual orientation and affectional preference), racial\ethnic, religious, or disability upon any pupil, teacher, administrator or other school personnel.

The School District will investigate all complaints, either formal or informal, verbal or written, of actions or statements which may constitute sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference or other improper harassment or violence and will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who harasses or is violent toward any pupil, teacher, administrator or other school personnel of the School District. The School District also reserves the right to discipline any student or employee for derogatory sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference related statements or conduct which do not constitute illegal harassment or violence on the aforementioned bases but nonetheless are inappropriate.

II. SEXUAL, ETHNIC/RACIAL, RELIGIOUS, DISABILITY, SEXUAL ORIENTATION AND AFFECTIONAL PREFERENCE HARASSMENT/VIOLENCE DEFINED

A. Sexual harassment (including sexual orientation and affectional preference) definition.

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education or of transacting business with the School District; or

b. Submission to or rejection of that conduct or communication by a person is used as a factor in decisions affecting that individual's employment, education or business with the School District; or

c. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a person's employment, education or business with the School District, or creating an intimidating, hostile or offensive employment, education or business environment.

2. Sexual harassment includes but is not limited to the following behaviors:

a. Unwelcome statements of a sexual nature;

b. Unwelcome solicitation or pressure for sexual activity;

c. Intentional brushing against, patting or pinching of another's body;

d. Requests for sexual favors accompanied by implied or overt threats concerning an individual's employment, education or business with the School District;

e. Requests for sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, education or business with the School District; or

f. Any sexually motivated unwelcome touching.

3. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.

B. Racial\ethnic harassment definition. Racial\ethnic harassment consists of physical or verbal conduct relating to an individual's race\ethnicity when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. Otherwise adversely affects an individual's employment or academic opportunities.

C. Religious harassment definition. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. Otherwise adversely affects an individual's employment or academic opportunities.

D. Disability harassment definition. Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. Otherwise adversely affects an individual's employment or academic opportunities.

E. Other forms of general harassment definition. General harassment is defined as acts of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with person's who are subjected to harassment based on the categories identified above, subordinate relationships (in class or on the worksite), student to staff relationships, and peer to peer relationships, when the act:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. Otherwise adversely affects an individual's employment or academic opportunities.

F. Sexual violence definition.

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute Section 609.341 Subd. 5, includes the primary genital area, groin, inner thigh, buttocks or breast.

2. Sexual violence may include, but is not limited to:

a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

e. In any of these cases listed above, touching of the clothing covering the immediate area of the intimate parts.

G. Racial\ethnic violence definition. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

H. Religious violence definition. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

I. Disability violence definition. Violence based on a disabling condition is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.

J. Assault definition. Assault is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;

2. The intentional infliction of or attempt to inflict bodily harm upon another; or

(7) The threat to do bodily harm to another with present ability to carry out the threat.

(8) REPRISAL

The School District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged sexual, racial\ethnic, religious, or disability harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Policy 4002 A

Adopted: 12/18/90
Revised: 10/25/94

SEXUAL, RELIGIOUS, RACIAL HARASSMENT AND VIOLENCE

I. REPORTING PROCEDURES

Any person who believes he or she has been the victim of sexual, religious, racial/ethnic, disability harassment or violence by a pupil, teacher, administrator or other school personnel of the School District, or any person with knowledge or belief of conduct which may constitute sexual, racial/ethnic, religious, or disability harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate School District official designated by this policy. The School District encourages the reporting party or complainant to use the report form available from the principal of each building or available from the School District office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the School District's Affirmative Action Administrator, the Superintendent, or the District General Counsel.

A. In Each School Building. The building principal or his/her designee is the person responsible for receiving oral or written reports of sexual, racial/ethnic, religious, or disability harassment or violence at the building level. Any adult School District personnel who receives a report of sexual, racial/ethnic, religious, or disability

harassment or violence shall inform the building principal or his/her designee immediately.

B. In the District. The School Board hereby designates the School District Affirmative Action Administrator, and the District General Counsel to receive reports or complaints of sexual, racial/ethnic, religious, or disability harassment or violence. If the complaint involves the Affirmative Action Administrator, or the District General Counsel, the complaint shall be filed directly with the Superintendent.

The School District shall conspicuously post the name of the principal and Affirmative Action Administrator including mailing addresses and telephone numbers.

C. Submission of a good faith complaint or report of sexual, racial/ethnic, religious, or disability harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments. The School District will discipline or take action against any pupil or employee who supplies information that is determined to have been falsely and maliciously supplied.

D. A principal or his/her designee shall use the reporting forms in the Sexual Harassment Policy Manual.

(9) The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

(10) FACT-FINDING PROCEDURES

Within twenty-four (24) hours after receipt of a report of harassment, the principal or his/her designee must initiate fact-finding procedures. The principal or his/her designee may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal or his/her designee to the Affirmative Action Administrator and the District General Counsel. Failure to initiate fact-finding within twenty-four (24) hours of receiving a report may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the Superintendent, Affirmative Action Administrator, or the District General Counsel by the reporting party or complainant.

The principal or his/her designee, upon receipt of a report or complaint alleging sexual, racial/ethnic, religious, or disability harassment or violence, shall immediately undertake or authorize fact-finding. The fact-finding may be conducted by the principal or his/her designee, the District General Counsel's office, or by a third party designated by the District General Counsel's office. The decision to use a third party will be made after consultation with the District General Counsel's office or Site Services regarding the allegations.

The fact-finding shall consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The fact-finding may also consist of any other methods and documents deemed pertinent by the principal or his/her designee.

In determining whether alleged conduct constitutes a violation of this policy, the fact-finding should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the

context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy determination based on all the facts and surrounding circumstances. The Sexual Harassment Policy Manual should be used as guidance.

If the person who is the focus of the fact-finding is an employee and the complainant is a student, and the facts lead the principal or his/her designee to reasonably believe that child abuse has occurred, the principal or his/her designee shall make a report to the local welfare agency, police department, or county sheriff. A principal or his/her designee shall refer to the Maltreatment To Minors policy for guidance. Policy #5635 and 5635 A.

In addition, the School District may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of the fact-finding of alleged sexual, racial/ethnic, religious, or disability harassment or violence.

The investigation will be completed as soon as practicable. The principal or his/her designee shall make a written report to the District's Affirmative Action Administrator and District General Counsel upon completion of the fact-finding. If the complaint involves the Superintendent, the report shall be filed directly with the District General Counsel's office. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

III. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the School District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and School District policies.

B. The result of the School District's fact-finding of each complaint filed under these procedures will be reported in writing to the complainant by the School District in accordance with state and federal law regarding data or records privacy.

(11) In all cases, the School District reserves the right to refer the results of its own Investigation to the criminal authorities for possible criminal charges, whether or not the School District takes any action on its own account.

Policy 4016

Adopted: 3/28/00

FAMILY MEDICAL LEAVE ACT

I PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the School Board on providing family and medical leave in compliance with the Family and Medical Leave Act.

II GENERAL STATEMENT OF POLICY

(12) It is the policy of the Minneapolis Public Schools to provide up to twelve weeks of family and medical leave per calendar year to

eligible employees in compliance with the Family and Medical Leave Act. Employees may use paid sick leave for this purpose, at the option of the employee, when usage of the sick leave is in accordance with the provisions of any applicable collective bargaining agreement. The employee may use accrued vacation or personal leave at the employee's option, when usage of the vacation or personal leave is in accordance with the provisions of any applicable collective bargaining agreement. Otherwise, such leave is unpaid leave. All leave requested under this policy will conform to guidelines established by the Human Resources Department.

Policy 4020

Adopted: 04/11/89

TOBACCO USE POLICY

(13) GENERAL STATEMENT OF POLICY

The Minneapolis Public Schools' Board of Education is committed to promoting a healthy, comfortable, and productive environment for students and staff. The School Board is concerned about the health of students and employees and recognizes the importance of adult role modeling for students. The Board of Education further believes that education has a central role in establishing patterns of behavior related to good health. Therefore, it is the policy of the Board of Education that effective August 1, 1989, use of tobacco products by staff, students, visitors, or contractors will be prohibited on school district property. "School district property" shall include, but not be limited to, buildings, grounds, and vehicles owned, leased, or contracted by the school district and school sponsored functions.

Policy 4024

Adopted: 04/30/91

PREEMPLOYMENT DRUG AND ALCOHOL TESTING POLICY

(14) GENERAL STATEMENT OF POLICY

The Minneapolis Public Schools' Board of Education desires to establish and maintain a safe, healthy working environment for all employees and students. The School District also needs to determine that an employee is physically capable of performing his or her job. For these reasons, job applicants who have been offered a job (excluding current employees applying for a promotion) will be required to provide a urine sample to detect the presence of illegal drugs and alcohol. The drug and alcohol test will be administered by the School District, and will be at the sole expense of the School District.

Consequences of Refusal to Take Test: Job applicants have the right to refuse to submit to a drug and alcohol test, but such a refusal will result in the withdrawal of the job offer.

Consequences of Positive Test Results: Each urine sample will be tested for the presence of illegal drugs and alcohol. Any sample which indicates the presence of illegal drugs or alcohol will be submitted for a confirmatory test. Any job applicant who tests positive for drug or alcohol use on a confirmatory test may request a confirmatory retest of the sample which was tested.

This retest will be done at the applicant's sole expense. The offer of employment will be revoked if the job applicant's confirmatory test, or confirmatory retest if requested, is positive.

Other Rights of Job Applicants: Prior to administering drug or alcohol testing, the School District will provide the job applicant with a form on which to acknowledge that the person has seen the School District's drug and alcohol testing policy and to indicate any over-the-counter or prescription medications that the individual is currently taking or has recently taken and any other relevant information. The District will disclose the test results to the applicants in writing. All job applicants may request a copy of all tests result reports from any drug or alcohol tests to which the applicant is required to submit. Within three working days after notice of a positive test result, the job applicant may submit information to the School District to explain the result.

Data Privacy: The School District will not disclose the test result reports or other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency or private organization without the written consent of the person tested, unless permitted or required by law or court order.

Policy 4025

Adopted: 01/08/91
Revised: 03/23/93
01/31/95

DRUG-FREE WORKPLACE AND DRUG-FREE SCHOOLS

(15) GENERAL STATEMENT OF POLICY

The Minneapolis Public Schools' Board of Education is committed to an alcohol-free and drug-free workplace. The School District has established this policy to address the abuse of alcohol and illegal drugs. The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance is strictly prohibited anywhere on the School District's premises and in any vehicle owned or operated by the School District. The possession or consumption of alcohol or a controlled substance by an employee, volunteer or contracted service provider is strictly prohibited during that individual's work day or during any situation where the individual is responsible for the supervision or transportation of students. Violation of this rule may result in immediate discipline including discharge of the offending individual or service provider including cancellation of contract for services.

The School District shall establish an alcohol-free and drug-free awareness program which informs employees about the dangers of drug abuse in the workplace and the policy of maintaining an alcohol-free and drug-free workplace. As part of the School District's effort to maintain a safe, drug-free workplace, it will refer employees to the Employee Assistance Program or other appropriate resources for evaluation and referral for chemical abuse counseling and rehabilitation service.

Employees, volunteers and contracted service providers of the School District are required to abide by the terms of this policy. Employees are required to inform the School District if convicted of a violation of a criminal drug statute if the violation occurred in the workplace. Employees must notify the School District within five (5) days of the conviction. A conviction under this paragraph will be treated as a violation of this policy and will result in immediate discharge.

Policy 4027

Adopted: 05/28/91

PERSONNEL SUSPENSION OF EMPLOYEE CHARGED WITH A CRIMINAL VIOLATION

(16) GENERAL STATEMENT OF POLICY

Employees of Special School District No. 1 may be suspended with or without pay from the date when charged with a criminal violation or from the time the District or the police initiate an investigation of alleged misconduct. The determination as to whether the suspension will be with or without pay shall be made on a case by case basis. Such a determination will consider, but not be limited to, factors including the seriousness of the charge and whether the matter is job related or non-job related. Nothing in this policy precludes the Board of Education authority to suspend, with or without pay, based on conduct unbecoming an employee. An employee suspended without pay pursuant to this policy who is subsequently acquitted, shall be made whole for the wages lost by reason of the suspension, unless the employee has also been suspended for conduct unbecoming an employee. Such backpay will include lost wages minus other employment income earned during the suspension.

Policy 4028

Policy Adopted: 3/23/93

CRIMINAL BACKGROUND CHECKS

(17) GENERAL STATEMENT OF POLICY

The Minneapolis Public Schools ("District") will request that applicants for District positions who receive an offer of employment will be subject to a background check as described in the Minnesota Child Protection Background Check Act, Minn. Stat. §299C.60 et seq. ("Act") or other background checks as allowed by law. The offer of employment shall be conditioned upon a determination by the District that an applicant's criminal history does not preclude the applicant from employment with the District. If an applicant has resided in a state other than Minnesota, he/she will also be requested to consent to a Federal Bureau of Investigation ("FBI") background check.

In addition, if the District knows or has reason to believe that a current employee has a criminal conviction that was not previously disclosed to the District by the current employee, that individual will also be requested to consent to a background check(s) as described above. The District specifically reserves any and all rights it may have to conduct criminal background checks regarding current employees or applicants without the consent of such individuals.

Adherence to this policy by the District, its employees and job applicants or others shall in no way limit the District's right to require additional information or to use procedures currently in place or other procedures to gain information concerning criminal activities of employees and applicants.

Policy 4030

Policy Adopted: 03/02/90

WORKERS' COMPENSATION

(18) GENERAL STATEMENT OF POLICY

Workers' Compensation is a system established by Minnesota law to compensate employees who have work-related injuries. If there is a work-related injury, an employee may be entitled to wage loss benefits, compensation for bodily injury, and payment for medical expenses attributable to the injury.

When accidents occur, employees and their supervisors are responsible for reporting accidents immediately to the Human Resources Department. Timely reporting of injuries is necessary to meet legal timelines for reporting injuries and to insure prompt payment of benefits if the injury is covered under Workers' Compensation.

The Board accepts its responsibility to help employees return to physically appropriate work and to restore employees as close as possible to their economic status prior to the work-related injury. The Board is committed to implement accident reduction and workplace safety programs to help reduce the incidence of workplace injuries.

The Associate Superintendent for Human Resources and the Associate Superintendent for Finance and Operations assume major responsibility for implementation of a program to promote an appropriate return to work and accident reduction/workplace safety programs.

Policy 4035

Adopted: 08/31/99

NEPOTISM

(19) PURPOSE

To establish and define a policy on nepotism.

(20) GENERAL STATEMENT OF POLICY

No individual shall be assigned, reassigned, permanently or temporarily employed or issued an independent contract in a department, special program, location or school where one member of a family has direct administrative or supervisory responsibility over that individual.

For purposes of this policy, "supervisor" or "administrator" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, set salary, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in connection with the foregoing, the exercise of this authority is not of a routine or clerical nature, but requires the use of independent judgment.

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

A. Father, mother, son, daughter
B. Husband, wife, spouse's father or mother, son's wife, daughter's husband
C. Grandfather, grandmother, brother, sister, grandson, granddaughter
D. Spouse's grandfather or grandmother, spouse's brother or sister
E. Great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

For purposes of the above:

A. An adopted child is treated as the natural child of the adoptive parents.

B. Any person, including a domestic partner, who resides in the same residence as administrator or supervisor.

This policy will apply to independent contracts and all forms of employment, including, but not limited to, regular full-time employment, regular part-time employment, temporary full-time employment, or temporary part-time employment. This policy will apply to all employees including student workers. Exceptions to this policy can be made for unique circumstances. Exceptions to this policy must be requested in writing with justification from the department, special program, location or school through administrative line to the Office of the Superintendent or designee.

This policy shall not be interpreted to restrict the rights of students to enroll in or be assigned to classes taught by close relatives. In such cases, the close relative faculty members shall be responsible for making those academic decisions normally incident to their instructional duties.

Policy 5635 A

adopted: 5/09/77
revised 6/12/84
revised 7/21/95

STUDENTS

Guidelines For Reporting Alleged Maltreatment Of Minors

What Must Be Reported.

State law mandates that school personnel report alleged physical/sexual abuse and/or neglect by individuals, regardless of whether these individuals are District employees or guardians/family members. Reports of alleged physical/sexual abuse and/or neglect shall be made to the local welfare agency, police department or the county sheriff.

Definitions.

Physical Abuse
"Physical abuse" means any physical or mental injury, or threatened injury, inflicted by a person responsible for the child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child, such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, babysitter, counselor, or coach) on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive and deprivation procedures, including, but not limited to: depriving an individual's access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, and necessary clothing.

Mental Injury
"Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture. Threatened Injury "Threatened injury" means any statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

Sexual Abuse

"Sexual abuse" means the subjection of a child by a person responsible for the child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, babysitter, counselor, or coach) or by a person in a position of authority (which includes, but is not limited to: any person who is a parent or acting in the place of a parent and charged with any of the parent's rights, duties, or responsibilities to a child; or a person who is charged with any duty or responsibility for the health, welfare, or supervision of a child, either independently or through another, no matter how brief, at the time of the act, to any of the following:

(a) Threatened sexual abuse;

(b) Criminal sexual conduct in the first, second, third, or fourth degree (which includes but is not limited to: sexual intercourse, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, into the genital or anal openings of the complainant's body or any part of the actor's body or any object used by the actor for this purpose, where the act is committed without the complainant's consent, except in those cases where consent is not a defense. Emission of semen is not necessary and sexual contact (which includes any of the following acts committed without the complainant's consent, except where consent is not a defense, or if the act is committed with sexual or aggressive intent):

- intentional touching by the actor of the complainant's intimate parts, or
- the touching by the complainant of the actor's, the complainant's, or another's intimate parts in and of itself or when effected by coercion or the use of a position of authority, or by inducement if the complainant is under 13 years of age or mentally impaired, or
- the touching by another of the complainant's intimate parts by itself, or when effected by coercion or the use of a position of authority, or
- the touching of one's intimate parts by coercion or by one who is in a position of authority, or
- the touching of the clothing covering the immediate area of the individual's intimate parts.

I The practice of prostitution, solicitation, inducement or promotion of prostitution, receiving profit derived from prostitution, or prostitution-related acts;
(d) Use of minors in a sexual performance.

Neglect

"Neglect" means failure by a person responsible for a child's care (i.e. an individual functioning within the family unit and having responsibilities for the care of the child, such as a parent, guardian, or other person having similar care responsibilities; or an individual functioning outside the family unit and having responsibilities for the care of a child, such as a teacher, school administrator, day care worker, babysitter, counselor, or coach) to supply a child with necessary food, clothing, shelter, education, or medical care when reasonably able to do so, or failure to protect a child from conditions or actions which imminently and seriously endanger the child's physical or mental health when reasonably able to do so, or failure to take steps to ensure that a child is educated in accordance with state law. This does not impose upon persons, not otherwise legally responsible for providing a child with necessary food, clothing, shelter, education, or medical care, a duty to provide that care. Neglect includes prenatal exposure to a controlled substance used by the mother for a non-medical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance. Neglect also means medical neglect, which includes but is not limited to the withholding of medically indicated treatment for a disabled infant with a life-threatening condition.

B. Retaliation for Reporting Prohibited. An employer of any person required to report suspected child physical/sexual abuse and/or neglect shall not retaliate against the person for reporting in good faith abuse or neglect, or against a child with respect to whom a report is made, because of the report.

C. Reasonable force. The law says that reasonable force may be used upon or toward the person of a child without the child's consent when the following circumstance exists or the actor reasonably believes it to exist:

(1) when used by a parent, legal guardian, teacher, or other caretaker of a child or pupil, in the exercise of lawful authority, to restrain or correct the child or pupil; or

(21) when used by a teacher or other member of the instructional, support, or supervisory staff of a public school upon or toward a child when necessary to restrain the child from self-injury or injury to any other person or property.

The degree of restraint used and the restraining actions must be consistent with the needs of the situation.

While reasonable force against a child may be used as described above, corporal punishment shall not be inflicted or caused to be inflicted by an employee or agent of a public school against a student to reform or penalize unacceptable conduct. Corporal punishment is conduct involving hitting or spanking a person with or without an object or using unreasonable physical force that causes bodily harm or substantial emotional harm. A violation of the corporal punishment statute is not a misdemeanor, but may constitute another crime if it violates an existing criminal statute.

Procedures To Be Followed When Child Maltreatment Is Suspected.

- If a child appears to be injured severely enough to require urgent medical attention, the person who first detects the injury shall administer first aid and follow building emergency procedures. Call 911 for police emergency or an ambulance. If the school nurse is not present, the health services office may be called for assistance and direction. If no medical emergency is present, a report should be filed as set forth below in Section 2.

- An employee who submits an oral report to the local welfare agency, police department or the county sheriff must submit a written report within seventy-two (72) hours of the oral report, exclusive of weekends and holidays. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect, and the names and address of the reporter. This written report may be submitted on the Hennepin County Suspected Child Maltreatment Reporting Form. The employee shall simultaneously report to the principal.

- Employees who know or have reason to believe that a child has been maltreated may consult with administrators, school social workers, The Department of School and Site Services, or the District General Counsel's Office regarding the procedures to be followed in making such a suspected maltreatment report. However, such consultations do not alter the employee's reporting obligations. Each employee retains the independent responsibility of

determining whether a report should be made and ensuring that a report is made when he or she feels that it is necessary.

- If Child Protective Services determines that the child must be removed immediately from the school or home in the interest of the child's welfare, the police MUST BE CALLED. The police and/or child protection are the only agents, other than a student's parents or guardians, who have the authority to remove a child from the school, except through court order. If you release a child to either the police or a child protection authority, you must have them sign a release form. Please refer to Policy 5620 and the manual for forms.

- In determining whether a child should be removed from school or home, a police officer may request the information from the school and its staff. In response to questions from officers regarding suspected child maltreatment, the school may release the information which has been included in the suspected child maltreatment report and any public data requested.

- Any person who makes a suspected child maltreatment report may request a summary of the disposition of his or her report from Child Protective Services. Child Protective Services will generally release the summary unless its release would be detrimental to the best interests of the child.

APPENDIX D HIRING POLICIES, MEMORANDUM OF AGREEMENT

Between Minneapolis Special School District No. 1 (hereinafter, "District") and AFSCME Council 5, Local 56 (hereinafter, "Union") are parties to a collective bargaining agreement.

WHEREAS, the District has assumed the responsibility of the Civil Service hiring process from the city of Minneapolis; and

WHEREAS, the District and the Union desire a fair and efficient hiring procedure that works within the current Civil Service Rules where any changes in said rules will be negotiated between the parties; and

WHEREAS, the District desires Union's input in the District's responsibility for the hiring process; and

WHEREAS, the Union's intent is to do no harm in the transfer and promotion rights of any AFSCME employee in the District;

NOW, THEREFORE, BE IT RESOLVED:

THAT, starting January 1, 2001 the District will have full responsibility for the hiring process. The District and City will negotiate proper arrangement of services.

THAT, there will be a detailed plan on how hiring will be done by the District and there will be Union involvement in developing the details of said plan; and

THAT, there will be Union involvement in creating and updating job specifications, and the development, proctoring and grading of exams; and

THAT, the parties agree that while this Memorandum shall be in effect for only the remainder of the existing Collective Bargaining Agreement, any changes to the hiring process which conflict with current Civil Service Rules will be negotiated between the District and the Union.

THAT, the parties agree that it will jointly identify all relevant Civil Service Rules for the purpose of adding into the Collective Bargaining Agreement.

THAT, the District shall adhere to all relevant current collective bargaining agreements and all relevant Civil Service Rules.

THAT, this Agreement will sunset on June 30, 2004.

FOR THE DISTRICT:	FOR THE UNION:
BY:_____ DATE_____	BY:_____ DATE:_____
Neil Bowerman	Joyce Carlson
Labor Relations Manager	Business Representative

APPENDIX E CONFLICT RESOLUTION

To facilitate communication between parents/citizens and District staff for the benefit of students while respecting the needs of both parents/citizens and staff, the following procedures are established to resolve conflicts. This section shall apply to any concern other than alleged physical or sexual abuse of students or sexual harassment which is governed by reporting requirements under statute and District policy. It is understood that at any time staff may consult with the Union or parents/citizens with advocates regarding resolution of concerns. It is understood that substantiated concerns may result in further action in accordance with the Bargaining Agreement and School Board Policy.

A. Informal Resolution

1. The parent/citizen with a concern about a staff member contacts that staff member about the concern. If resolution is not achieved or if the parent/citizen is unwilling to contact the staff member, then;

2. The parent/citizen talks to the principal/supervisor about the concern. The principal/supervisor's role is to:

a. identify the nature of the concern;

b. collect all pertinent facts;

c. outline the next steps in resolving the concern; and,

d. establish a time line for resolution.

3. The principal/supervisor discusses the concern with the staff member and attempts to develop a resolution to the concern. If a resolution is developed, the principal/supervisor contacts the parent/citizen regarding the proposed resolution.

4. If the staff member and principal/supervisor are unable to develop a resolution or if the parent/citizen is not satisfied with the proposed resolution, a meeting is held involving the staff member, principal/supervisor, and parent/citizen in an attempt to develop a resolution to the concern. If no resolution is reached as a result of this meeting, the parent/citizen may move to the Formal Resolution process.

B. Formal Resolution

1. The parent/citizen is given the "Parent/Citizen Resolution Form" to review. A meeting is scheduled within two (2) work days at which time the staff member, principal/supervisor, and parent/citizen jointly complete the form by:

a. identifying and recording unresolved issues; and,

b. recording the efforts made to resolve the concern.

Another attempt shall be made by the parties to resolve the concern.

2. If that attempt is not successful, the "Parent/Citizen Resolution Form" is sent to the appropriate Executive Director who will conduct further fact finding and conferences with all parties in an attempt to resolve the concerns. If mutual resolution is reached, a letter of Agreement shall be drafted and signed by all parties with a copy given to all parties. If mutual resolution is not reached within thirty (30) calendar days of receipt of the form, a written response will be made by the Executive Director to all parties as the final resolution to the concerns stated on the "Parent/Citizen Resolution Form".

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