

MFT Filename: Art. 2 - Calendar Committee Proposal and teacher assignments (including late buses)

The following proposals made by the Minneapolis Federation of Teachers, based on input from educators, parents, students, and community members, are subject to modifications and additions throughout the bargaining process. It is mutually understood that all dates will be updated in the contract as part of any agreement.

## **Article II. TEACHER ASSIGNMENTS AND SCHEDULES**

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

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

The District, in consultation with MFT, may provide additional days of professional development for all teachers/RSPs as defined in Article II of this Agreement. Teachers will be paid at the Staff Development Hourly Rate, Schedule G. Participation is on a voluntary basis. **If the professional development includes required content, the teacher will be paid at the Direct Instruction rate.** The professional development will be delivered by teachers, designated district personnel, and/or District approved providers. Professional development offerings shall **will** be aligned with the needs of the students at each site. RSPs will be supported to choose their own professional development.

Sites may wish to offer site-based professional development institutes. Plans for site-based professional development institutes must be submitted to the District Staff Development Advisory for prior approval. Approval will be based on criteria developed by District Staff Development Advisory, using a process similar to that used for approval of Exemplary Grant awards. Site-based professional development institutes must be consistent with and included in the site's Site Improvement Plan.

### **Required Training:**

**In the event that training is required by the District or site, the District will provide such training at no cost to the teacher or will reimburse the teacher for any registration fees or tuition and mileage to and from the training site and the teacher's home or, if during the teacher's regular work day, the employee's assigned work location. If such training is during the employee's regular workday, they may attend with no loss of salary. If such training occurs outside the regular work day, the teacher will be compensated at the Direct Instruction Rate.**

### **Staff Development Time:**

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

### **Teacher Record-Keeping:**

The District and the Union **MFT** agree that the Calendar Committee shall **will** schedule full release days quarterly during the school year at times appropriate to the grading cycles for teachers for record keeping. Such record-keeping days shall **will occur prior to the end of the grading window for that grading period and will** be identified in the calendar and no staff development or other activities shall **will** take place at the site on record-keeping days without an agreement of a 70% majority vote of the teachers at the site.

### **Special Education Due Process Accountability:**

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

**Additional Time for Due Process:** Effective with the ~~2015-2016~~ **2017-2018** school year, all special education teachers/providers shall **will** have ~~three (3)~~ **eight (8)** days of reserve teacher time per school year to be used as needed to complete due process compliance requirements. Those realigned into special education shall **will** have one additional day of reserve teacher time during their first realigned year to be used as needed to complete due process compliance requirements. Those in their second and third realigned year in special education may request additional reserve teacher time from their buildings to be used as needed to complete due process compliance requirements. **Special education teachers/providers are eligible for teleworking on all due process days. Upon request, a written rationale will be provided by the principal to any special education teacher/provider whose request to telework is denied. A good faith effort will be made to schedule** reserve teachers ~~shall be scheduled~~ in advance for a Tuesday, Wednesday, or Thursday, ~~with the understanding that if there is a shortage of reserve teachers because of many requests from teachers who are absent due to illness, the reserve teacher may be reassigned and rescheduled for a later date.~~ **If it is not possible to schedule a reserve teacher for a Tuesday, Wednesday, or Thursday, requests for due process days must be accepted and scheduled on a Monday or Friday.** Buildings will be responsible for a plan to support special education service teachers/providers.

## **Section A. Length of Teacher's Day/Week**

### **1. Definition:**

The normal workweek of full-time teachers shall **will** be no longer than 40 hours including their one-half hour daily duty-free lunch period. No regularly scheduled duty day shall **will** extend beyond ~~8½~~ **8** hours, ~~unless voted on by the licensed staff assigned to the particular site/program by a vote of 70%. The vote will be presented in writing. If a duty day is extended beyond 8 hours, it may only happen once per week.~~ The teacher's one-half hour daily duty-free lunch period shall **will** be during the student day.

All teachers/RSPs are entitled to a preparation time every day within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, to plan, prepare, and resource the next steps needed with students. It is not time for conducting special education evaluations, re-evaluations, or complying with procedural requirements.

Any teacher/RSP required to attend meetings scheduled during their preparation time shall be paid at their direct instruction rate of pay or be provided an alternative preparation time by administration. This includes IEP/504 meetings. (Also see Section A.5 below regarding lost preparation/lunch time).

Teachers will report for duty prior to and following the student day on a schedule agreed to at the site. If teachers find it necessary to leave the work site during the defined day, it is assumed that it is for professional, business, or extraordinary personal reasons, and the principal main office must be notified before **the teacher leaves the building** leaving.

The District and MFT agree to meet to develop a Memorandum of Agreement (MOA) on any proposed school model that extends the school day/year. (Section C. Process for Approval to Changes to School Schedule).

**2. Professional Meetings:** An important function of a teacher is to work with students on an individual basis and to work with the families. ~~To facilitate this goal, a longer teacher's day may occasionally be necessary. Moreover, meetings may occasionally necessitate a longer workday. Extension of the teacher's day shall not be regularly assigned (see Paragraph 1 in this section for voting mechanism to extend the workday).~~ **If attendance at meetings outside the 8-hour teacher duty day is directed by administration, the teacher will be paid at their direct instruction rate.** If frequent or lengthy extension of the workday is required, a teacher shall be paid at the hourly flat direct instruction rate, or an alternative duty schedule shall be arranged by mutual agreement between the teacher and the principal/supervisor.

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

The school district shall **will** recognize Wednesday after school and evening as a time reserved for Professional Organization meetings. **The District and school sites will not schedule meetings or teacher-led student clubs on this day. In the infrequent event that meetings must be scheduled on a Wednesday, the union will be notified and teacher stewards will be released from attendance in order to attend chapter meetings.** Every reasonable effort shall be taken to reserve this time. Such meetings may be scheduled during the defined teacher day on non student contact time. Contractual issues are appropriate matters for staff meetings.

**3. Professional Preparation Time Elementary:** The amount of preparation time for elementary teachers shall **will** be a minimum of 275 minutes per five-day work week. This

preparation time shall **will** be within the defined student day and shall **will** be divided into five days based on one of the options below:

- Option 1: Five 45-minute preparation periods and one 50-minute preparation period per five-day cycle.
- Option 2: Five 55-minute preparation periods per five-day cycle OR five 55-minute preparation periods per week.
- Option 3: A schedule that provides daily preparation time equivalent to a minimum of 275 up to a maximum of 550 minutes per week.

The Chief of Schools and MFT will facilitate discussions with staff to explore opportunities for additional time for collaboration and preparation for elementary teachers, specialists and special education teachers consistent with the site's budget allocation, starting in the 2016-17 school year. (For example, creating an additional preparation period for the day).

Additional Clarification for sites with two preparation times per day: For sites with two (2) preparation times per day, two (2) of the ten (10) preparation times shall **will** be used for collaboration. The other preparation times can be used at the discretion of the teacher and related services professional. If collaboration time is used for professional development (PD), that will count as one of the two required collaboration times per week.

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

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

Specialists shall **will** provide instruction to students during the classroom teachers' preparation time in consecutive-minute periods that match the schedule of the school. Exceptions to consecutive time may be permitted on a site-by-site basis by mutual agreement.

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

Option 1: A schedule that provides teachers with a minimum of 275 minutes of preparation time per week or the equivalent of a minimum of 275 minutes per week over the course of the school year.

Option 2: A schedule that provides teachers with a 55 minute preparation period in a six-period-day schedule. This preparation time shall **will** be within the defined student day.

Option 3: A schedule that provides daily preparation time equivalent to a minimum of 275 up to a maximum of 550 minutes per week.

Additional Clarification for sites with two preparation times per day:

For sites with two (2) preparation times per day, two (2) of the ten (10) preparation times shall be used for collaboration. The other preparation times can be used at the discretion of the teacher and related services professional. If collaboration time is used for professional development (PD), that will count as one of the two required collaboration times per week.

For additional clarification, some secondary teachers have assignments in which they teach more than three (3) different courses in the day. For these assignments, the expectation for two (2) preparation times for collaboration should be relaxed to allow these teachers a

better opportunity to prepare for teaching. They should be expected to schedule their collaboration times when it fits their particular need and schedule.

The decision to implement a schedule other than optional schedules listed above shall **will** be made by agreement of a **two-thirds** majority **secret ballot** vote of the total licensed staff by the last day of the second quarter (for the third and fourth quarters) or by the last day of the school year. All licensed staff shall **will** vote on an annual basis if a schedule deviates from the three optional schedules.

##### **5. Reimbursement for Lost Preparation Time or Duty-Free Lunch:**

All teachers/RSPs are entitled to a preparation time and one-half hour daily duty-free lunch period every day within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, to plan, prepare, and resource the next steps needed with students. It is not time for conducting special education evaluations, ~~re-evaluations~~ **reevaluations**, or complying with procedural requirements. When teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEA's) or other student support staff who are absent, they shall **will** after the principal/supervisor has had an opportunity to find alternative coverage, be paid at an hourly flat rate of pay **the direct instruction rate** for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall **will** be reimbursed at an hourly flat rate- **the direct instruction rate** for the lost preparation period. Teachers assigned any students from classes of reserve teachers, Special Education Assistants (SEAs) or other student support staff who are absent shall **will** also be reimbursed at the hourly rate-**direct instruction rate**.

Any teacher/RSP required to attend meetings scheduled during their preparation time shall **will** be paid at their direct instruction rate of pay or be provided an alternative preparation time by administration. This includes IEP/504 meetings.

Licensed School nurses are included in the provisions herein and are entitled to a daily duty-free lunch period within the student day. Licensed School nurses will be reimbursed for lost duty-free lunch time at the ~~pro-rated hourly rate~~ **direct instruction rate**.

To provide continuity of instruction for students and to enhance access to professional development for first year and other teachers, an alternative time option within teams/sites for classroom teachers who fill in for other teachers gone for professional staff development leave of absences, one (1) to three (3) days, may be provided. Teachers agreeable to the alternative time option would accrue alternative time that would be used with the agreement of team members and the principal for professional or staff development activities. Use of the alternative time would occur when other members of the team could provide coverage for that teacher.

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

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

**assessment, and due process mandates, the teacher will be paid at their direct instruction rate.**

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

**7. Open House/Marketing Events, Scheduling Open House:** Recognizing the current competitive environment in which urban schools exist and the need to engage our community and parents fully, teachers shall **will** participate in at least one (1) Open House and one (1) school marketing event program during each school year if scheduled.

Schools may choose via a discussion with the staff which week at the beginning of the school year to hold their fall Open House in collaboration with MFT and Chief of Schools, with the option to keep it in the first week.

Such an activity is scheduled in addition to the regular workday. If teachers are placed in hardship by such activities, arrangements may be made for alternative means of contributing without their presence by mutual agreement with the principal/supervisor.

**8. Parent-Teacher Conferences:** Teachers shall **will** participate in up to three (3) parent-teacher conferences as required by the District Calendar that shall **will** be scheduled on parent-teacher conference days. ***For teachers who work less than 1.0 FTE this time should be proportionate to their FTE assignment (for example, if a 1.0 FTE is required to work 4 hours for conferences a 0.5 FTE would be required to work 2 hours for conferences).*** ***See the Assignment Scheduling Parameters Addendum to Article 15.***

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

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

The two student days prior to the arrival of kindergarten students are available to be used for family contact. Kindergarten teachers will attend at least one (1) kindergarten fair. Schools may elect to reward, compensate or provide incentive for kindergarten teachers for such time.

**10. Dismissal Duty - In order to minimize the loss of after-school planning time, sites will have a bus supervision plan that includes utilizing a centralized holding program for students waiting for late buses or late pick-up by the family's designated adult or program. Licensed staff will be permitted to resume planning or other duties within 10 minutes after the end of the student day.**

**Section B. Length of the School Year:**

**1. Teacher Duty Days:** The teacher duty year will be made up of 196 paid duty days, which include the ~~six (6)~~ **eleven (11)** paid holidays within the regular school year.

**Calendar Committee: There will be a Calendar Committee that will be open to MPS families, students, teachers, ESPs, principals, clerks, transportation, assessment staff, food service, and other relevant district staff to develop the forthcoming year's academic calendar. The recommended size of the committee should not exceed seventeen (17) representatives. The Calendar Committee will be convened by the Superintendent annually in September and produce a calendar by February for School Board approval.**

**Opening Week:** As part of the 196-day work year, teachers shall **will** have two and one-half (2½) consecutive days set aside in the opening week of the teacher's year. These days shall **will** be uninterrupted to allow teachers to prepare and collaborate for the upcoming year. There shall **will** be no meetings, staff development, or any other required meetings on these days.

Teachers shall **will** have the option to have an additional uninterrupted duty day at the start of the school year by flexing the MEA Conference day (i.e., third Thursday) in October. Teachers who choose to flex this day for an additional duty day at the start of the year shall **will** have the MEA Conference day in October as a non-duty day. If a teacher chooses not to flex the MEA Conference day, that day in October will be a duty day. This day shall **will** consist of any of the following activities per choice by the individual professional:

- a. Attendance at the MEA Conference.
- b. Optional staff development offered by the site or the District that is also offered at other times during the year.
- c. Optional collaboration time with fellow teachers and related service professionals that is collectively determined by those professionals.
- d. Any other work at the site that the teacher/related service professional deems necessary.

**2. Holidays: Teachers will be paid for twelve holidays per year:**

1. **First Monday in September (Labor Day)**
2. **First Tuesday after the first Monday in November (Election Day)**
3. **Fourth Thursday in November (Thanksgiving Day)**
4. **Friday after Thanksgiving Day (Family Day)**
5. **December 24th (Christmas Eve Day)**
6. **December 25th (Christmas Day)**
7. **December 31st (New Year's Eve Day)**
8. **January 1st (New Year's Day)**
9. **Third Monday in January (Martin Luther King Day)**
10. **Third Monday in February (President's Day)**
11. **Third Monday in May (Memorial Day)**
12. **Teachers working the regularly scheduled day before Eid (varies year to year; holiday will be confirmed in yearly calendar) shall be paid for this day.**

**Eid occurs on Friday June 15th in the 2017-18 school year and Tuesday June 4th in the 2018-19 school year.**

~~Teachers are paid for up to seven (7) legal holidays authorized by the Board of Education. These holidays are Independence Day, Labor Day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidential Day and Memorial Day. Teachers working the regular school year will be paid for the six (6) holidays that fall during the regular school year.~~

Teachers working the regularly scheduled work day before and the regularly scheduled work day after Independence Day **shall will** be paid for this holiday.

Paid holidays are a negotiated benefit for teachers and teachers are entitled to benefits at least proportional to the FTE. Therefore, teachers not regularly scheduled to work on a paid holiday **shall will** be released the amount of hours proportional to their FTE at another time which creates the least detrimental impact to instruction. Such rescheduling **shall will** be done by mutual agreement with the principal/supervisor at the beginning of the school year. Release time is based upon an eight (8.0) hour duty day as defined in this Agreement.

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

**3. Emergency Closings:** In the event of a student day or teacher duty day lost due to an emergency, teachers **shall will work remotely** perform duties on that day, or other such day in lieu thereof as the Board of Education or its designated representative ~~shall determine if any, with prior consultation with the Minneapolis Federation of Teachers.~~ For specifics, teachers should refer to the district guidelines/policy.

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

**5. Work Year for School Social Workers:** The work year for School Social Workers who are assigned 0.5 time or more **will be given 45 extended contract hours, commensurate with their site assignments, in addition to the school year to be used at the discretion of the Social Worker.** ~~shall be six (6) duty days in addition to the school year for teachers. School Social Workers will be paid at their regular rate of pay extended for this additional duty time.~~

**6. Work Year for Library Media Specialists, Peer Collaboration:** Library Media Specialists **shall will** be allowed four (4) duty days in addition to the school year for teachers to be used at the discretion of the Library Media Specialist for media center maintenance and management. These additional duty days will be paid at the Library Media Specialist's regular rate of pay extended. Library Media specialists who are assigned to more than one (1) building **shall will** not be allowed more than four (4) duty days in addition to the school year for teachers.

Library Media Specialists will be allowed to use ~~up to~~ three (3) District Staff Development/Professional Development days per year to collaborate with their peers on reading, research, information technology, curriculum development or other critical topics .

**7. Licensed School Nurses (LSN):** Effective July 1, 1994, terms and conditions of employment for Licensed School Nurses hired before July 1, 1992 **shall will** be governed exclusively by the collective bargaining agreement. The seniority date of the Licensed School Nurses hired prior to July 1, 1992 **shall will** be based on the certification date as

provided by the Civil Service Commission. Nurses shall **will** retain the pension plan in which currently enrolled as allowed by the rules of the pension plans.

**8. Work Year for Licensed School Nurses, Peer collaboration:** Effective June 1, 2016, the work year for Licensed School Nurses shall be three (3) duty days before the beginning of the school year for teachers and three (3) duty days following the close of the school year for teachers. Licensed School Nurses will be paid at their regular rate of pay extended for this additional duty time. **The work year for Licensed School Nurses who are assigned 0.5 time or more will be given 45 extended contract hours in addition to the school year to be used at the discretion of the LSN.** Licensed School Nurses will be allowed two (2) hours a month choose their own professional development.

**9. Work Year for Special Education: To ensure quality transitions for students and families from one program to another or from one level to another, Special Education Case Managers will receive up to 45 hours of extended contract time to be used at the discretion of the IEP team to schedule transition meetings, outside of the duty day or duty year. Classroom teachers on the IEP team or soon to be on the IEP team will receive up to 2 hours of time for each transition meeting they are asked to attend outside of the duty day or duty year. These hours will be compensated at the teacher's direct instruction rate**

**10. Work Year for Teachers Writing Multiple Letters of Recommendation: To ensure teachers are given appropriate time to write quality letters of recommendation for students planning to pursue post-secondary education, for every three (3) letters of recommendation requested by a student through Naviance, or other established scholarship or college application programs (e.g.: ActSix, Gates, Beat the Odds, etc.), the teacher will receive one hour of pay at the Leadership Rate.**

