



League of Women Voters of Minnesota Records

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Background

Collective bargaining is a concept which has been accepted rather recently in public employment, although it is a familiar process in private industry. "Collective bargaining" is described as group action concerned with reaching common points of agreement. Representatives of employer and employees negotiate to determine terms and conditions of employment, which are usually formalized in a written contract. The process is intended to establish a relatively equal power situation for employers and employees.

Although collective bargaining is often publicized in terms of antagonistic confrontations, it is basically a structure for promoting conflict resolution. In Educators' Guide to Collective Negotiations it is said that "...collective negotiation is not a game of winners or losers. It is, in fact, a constructive relationship for mutual problem solving based upon the mutual interests of the parties."

Industrial unionism grew out of the workers' desire for higher pay and better working conditions, and the knowledge that many employees united behind a demand could achieve what individual workers could not. Early efforts to establish unions in private industry were lengthy and sometimes violent. By the 1950's some labor unions had grown so strong that there were movements to curb what some felt to be abuses of union power. Today unions are a major political and economic force, as well as a vehicle for improving wages and working conditions.

Unionization of public employees became an issue as the number of government workers grew. Traditionally it had been assumed that government workers had no right to strike or to use power tactics to raise wages since their employer was the public and they were providing an "essential" service. ^{However,} ~~As the range of government jobs grew broader,~~ ^{the distinction between the} ~~the concept that civil service was basically different from private employment eroded.~~ In 1962 President Kennedy issued an executive order (#10988) providing encouragement for unionization and collective bargaining in the public sector. Public employee unionism has experienced rapid growth over the last decade and is now a significant factor in local, state and federal government operation.

Teachers are not normally perceived as "civil servants," but they are public employees, and teacher unionism has been a part of the growth of public employee unionism. For many years teachers belonged to professional associations, but teacher organizations which function in the same manner as unions are a relatively recent phenomenon. This change has had a significant, and often unsettling, effect on school systems. *As one writer*

says, "The collective bargaining action of educators... has caused an almost total destruction of the past stereotype of the teacher as a genteel servant of the local board of education."² Increasing teacher militance has engendered reactions ranging from enthusiastic support to strong antagonism, and more often bewilderment. Where are those nice, quiet teachers who used to be interested mainly in events inside their own classrooms? How can members of a "profession" justify tactics used by industrial unions?

Several factors are generally identified as contributing to the rise of teacher activism. School systems have changed significantly, becoming larger and often more impersonal in the relationships between administration and teachers. Increased public expectations have caused greater demands on school systems, and educational spending at all levels of government has increased dramatically. Teachers themselves are different. They are more highly trained as requirements for certification have mandated more years of schooling and increasing amounts of post-graduate training. More men have entered the teaching field, and the ^{increased} number of ^{teachers} ~~persons~~ ~~for whom teaching~~ ^{who} ~~is the sole support of their families~~ ^{ies} has provided strong motivation for improving salary and benefits. Economic ~~factors~~ ^{are} not the only factor in the rising demands for negotiation. "~~(F)~~ ^(C)oncern with negotiation developed at a time when teachers' salaries were increasing dramatically. Teacher militancy seems to be related to the desire of teachers to have a more significant role in the operation of educational institutions."³ Thus the reasons for the growth and development of collective bargaining are many and complex.

As in much of the rest of the nation, ⁱⁿ Minnesota teachers have moved from strictly "professional" organizations with little, if any, group impact on wages and working conditions to the present situation of state-structured collective bargaining.

~~THE STRIKE LAW MEET AND CONFER~~
The first labor relations law concerning Minnesota teachers was the "No Strike Law" passed in 1957. This law prohibited all state and local public employees from striking and provided for adjustment panels to consider employee grievances. In 1967 the Legislature enacted the "Meet and Confer Law" which established a limited bargaining mechanism for teachers. This law provided ^{that} school boards must "meet and confer" with teachers in an effort to reach agreement on conditions of "professional service". If agreement was not reached, an adjustment panel composed of ^{three} representatives (^{one} from the teachers, ^{one} from the school board and a third chosen by mutual agreement) was to act as a mediator. If no agreement could be reached by panel members, a fact-finding report was issued. The findings were only advisory and all final and binding decisions ^{on wages and working conditions} remained with the school boards. There were several serious problems which hindered smooth and satisfactory negotiations

Under the "Meet and Confer" Law: 1) the method of determining teacher representation on the adjustment panel provided for a council of five teachers chosen by the teacher organizations in proportion to the relative membership of each. This arrangement led to charges that the minority organization's representatives were being ignored, or that they were sabotaging the efforts of the majority group. Competition between the teacher organizations was also divisive, and many felt that it led to increased militancy and antagonistic relationships.

- 2) Principals and other supervisory personnel were included in the teachers' bargaining unit, although they are more properly part of the management team, and their needs are not necessarily similar to those of teachers.*
- 3) There was no provision for a formal statement of agreement at the end of negotiations. Often there was no written record of what had been agreed upon during the bargaining process. Disputes often arose over what agreements meant, and in any event the agreements had no legal force; they were not binding.*
- 4) "Good faith" bargaining was not required by the law and each side accused the other of a lack of honest effort to reach agreement.*
- 5) The question of which items are negotiable was not clearly defined by the law, leading to disagreements over what is or is not an educational policy decision.*
- 6) Teachers felt that the law still did not provide a satisfactory balance of power since the real power to make decisions lay entirely with the school boards.*

THE PUBLIC EMPLOYEE LABOR RELATIONS ACT (PELRA)

In 1973 the Public Employee Labor Relations Act was passed to give greater structure to public employee labor relations. *where is footnote?* PELRA made several substantial changes in the teacher-school board negotiations process. It provided for true collective bargaining, with the final settlement being a written contractual agreement approved by both sides. It established a Public Employment Relations (PER) Board and defined unfair labor practices.

Who negotiates

School boards are obligated to meet and negotiate with the exclusive bargaining representative of the district's teachers and with the bargaining representative of the principals and/or administrators if they have formed bargaining unit(s).

The exclusive bargaining representative is chosen by secret ballot, ~~and~~ the employee organization receiving a majority of votes in the certification election ^{is} designated as the exclusive bargaining representative. Once an organization is certified, another election may not be held for at least one year. Most teachers in Minnesota belong to one of two organizations -- the Minnesota Education Association (MEA) affiliated with the National Education Association (NEA), or the

Minnesota Federation of Teachers (MFT), an affiliate of the American Federation of Teachers (AFT), which is a member of the AFL-CIO. 4

The MEA is the older organization, and until recently was opposed to militant actions. However, as teacher activism increased, the approach of the MEA has become very similar to that of the MFT. In general the MEA is stronger in the metropolitan suburbs and outstate districts. The MFT is the bargaining agent for both Minneapolis and St. Paul and some of the larger suburban and outstate districts.

The exclusive bargaining agent represents all of the employees in the unit. For example, if the Minnesota MEA Educational Association affiliate wins the certification election in a district, it represents all of the teachers in the district regardless of whether they belong to the MEA.*

The teacher organization elected exclusive bargaining agent chooses its negotiating team, which may be a single member or committee of members, or may hire an outside person specifically to negotiate on their behalf. The school board negotiating team may consist of board members or administrators or a professional negotiator hired to represent them.

What is Negotiable

What subjects may be discussed during bargaining and then included in the master contract? According to the law, public employers and the exclusive representative of public employees meet to enter "into an agreement with respect to terms and conditions of employment." Specifically this means "the hours of employment, compensation including fringe benefits (but excluding retirement benefits), and "the employer's personnel policies affecting the working conditions of the employees." Specifically not negotiable are "matters of inherent managerial policy," including such things as overall budget, organizational structure, selection and direction and number of personnel. The law specifically states that "educational policies of a school district" may not be considered as negotiable "conditions of employment."

The law also provides that a grievance procedure which includes binding arbitration must be part of the contract, but the details of the grievance procedure ^{are} negotiable.

*The law provides that the exclusive bargaining agent may collect a "fair share" fee for its services from non-members, ~~of the organization.~~ This fee may be up to 85% of the regular membership dues. A number of grievances have been filed with the Director of Mediation Services challenging the assessments made by some bargaining agents, claiming that they have overcharged non-members for their services. To date no decision has been made on these challenges.

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It is generally agreed that the salary schedule, compensation for extra duties, sick leave and other such items are negotiable. In spite of the laws, attempt to clearly define what is and is not negotiable, there is a broad area of disagreement over what issues can be included at the bargaining table. For example, "hours of employment" clearly means that the length of the working day is negotiable, but does it also mean that the

school year calendar is negotiable? Most disagreement centers around the definition of "working conditions." Where is the boundary between a teacher's working conditions and an educational policy decision? The issue of "class size" is a good example of this dilemma. Teacher organizations argue that the size of the classes they teach is a vital factor in their working conditions, since larger classes are often more difficult to handle and sometime even dangerous (e.g. industrial arts). They argue that classes which are too large prevent them from utilizing their best professional skills even more than an antiquated building might.

On the other hand, school board members assert that the "teacher-pupil ratio and thus class size, is a policy decision which must be made by the board. They want the district administration to retain its prerogative to adjust educational programs and curriculum without being locked in to a set maximum class size. They also feel that they are responsible to the electorate to allocate financial resources as carefully as possible, and some of them see the teachers' interest in class size as simply a self-interested move to retain as many jobs as possible.

Broadly speaking teachers feel that it is to their advantage to have as many issues as possible included in the master contract, thereby making them subject to grievance procedures. In addition, as professionals, teachers feel they have the competence and the right to be a part of the policy decision making process in their school districts. Conversely, On the other hand school boards feel that they cannot abdicate their responsibility for making the policy decisions for their school districts.

As a practical fact then, in each individual district, the answer to the question "what is negotiable?" is -- "Whatever issues both sides are willing to bargain about."

The Negotiation Process (Refer to figure 1 below)

When the employee group is ready to officially begin negotiations, it formally notifies the school district. This usually takes place in March or April of the year in which the old contract is due to expire. According to PELRA teacher contracts shall be for two years beginning July 1 of each odd-numbered year. The duration of contracts with all other employee groups (including principals and administrators) can be negotiated as to length, but cannot be longer than three years.

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Before formal negotiations have begun both the school board and the employee organization have developed some negotiating goals and conveyed to their negotiating teams their strategies for the new contract. *Each side prepares background material + proposals and agrees on procedures.* The negotiators for the employees and the school board then meet and attempt to reach agreement on the terms and conditions of employment for the coming years. These meetings are all to be considered open public meetings unless the Director of Mediation Services rules otherwise.

where did she come from? If the mediator cannot bring both parties to agree on all points, he/she may declare an "impasse" in the negotiations, and formally inform the Public Employees' Relations Board of this impasse. *PER - CONFERENCE PER LAW?* At this point the two parties may continue negotiation attempts on their own, or either party may request binding arbitration.

If the school board requests binding arbitration, proceedings must begin within ¹⁵ fifteen days. Each party prepares its final position on the unresolved issues and submits it to the arbitration panel.

I would omit what's on chart, use just addit. info in text
If the employee representative requests binding arbitration, the school board has ¹⁵ fifteen days within which to ^{grant} accept or reject the request. (No response constitutes rejection.) If the school board rejects binding arbitration, the employees may legally strike.

If both parties agree to submit unresolved issues to binding arbitration, the matter then comes under the jurisdiction of the PER Board, and procedures for arbitration are followed.

After the arbitration ruling has been delivered, the school board may reject it. If this occurs, the employees may legally strike.

*It's easier to understand process from chart than from text
You could possibly use addit. info as footnotes to chart boxes.*
At any point in the proceedings, both parties may continue to meet and negotiate on their own, including that time during which arbitration proceedings are occurring or during a strike by the employees. The ultimate goal is for a written agreement, signed by representatives from both parties to the negotiations, and PELRA legislation intends in no way to prohibit school boards and employees from reaching agreement by their own devices.

The Arbitration Process

In the event that a school board and an employee group come to an impasse in their negotiating processes, either party may request that the matter be settled via binding arbitration.

~~The Minnesota Public Employee Relations Board~~
PER Board is required to keep a list of trained arbitrators.

When a dispute has been submitted to it, it provides the parties involved with a list of seven arbitrators. The parties alternately strike names from this list until three names remain (unless they have agreed to using only one arbitrator). A coin toss is used to determine who strikes the first name.

In reaching decisions, arbitrators ~~are to~~ confine their considerations to matters pertaining to "terms and conditions of employment" as defined in PELRA.

PELRA specifies that arbitrators must carefully consider the legal financial limitations pertaining to operating a school district as well as the legally defined management rights and obligations of school boards.

The arbitration panel conducts formal hearings, and may subpoena witnesses, administer oaths to witnesses and examine witnesses. The district court in the county in which the school district is located has authorization to help subpoena witnesses.

The arbitration panel must render its decision within ¹⁰ ten days of the beginning of the arbitration proceedings. The final ~~arbitration~~ ruling is determined by a majority vote of the three-arbitrator panel. The arbitration panel then ~~submits~~transmits its orders to the PER Board and to both parties involved in the dispute. The decision of ~~an~~ ^{the} arbitrator(s) ~~or arbitration panel~~ is to be considered binding, but the school board can choose not to accept it. At that point the employees may legally strike or they may continue to meet and negotiate with the school board.

(While the arbitration proceedings are taking place, the school board and employee group may continue to meet and negotiate by themselves, and, even after the arbitration decision has been rendered, may settle their own version of the final contract.)

Arbitration panel members are paid \$100 per day plus expenses, with both parties to the dispute sharing these costs.

PELRA and the "Right to Strike"

PELRA permits all school district employees except administrators (who are classified as "essential personnel") to take part in a strike in two differing situations.

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If, in the negotiating process, the school district and employee group are declared by the mediator to be at impasse (no further steps toward reaching agreement seem to be occurring), and if the employee group requests binding arbitration, the employees may strike if the school board rejects this request.

If a school board and employee group have submitted their unresolved negotiation issues for binding arbitration, and if the school board refuses to accept the arbitration panel's decision, then the employees may legally strike.

If an illegal strike occurs, an employee who does not report for work is presumed to be on strike. PELRA does give this employee the right to appeal and prove he was not on strike, with the district court having ultimate jurisdiction.

A school board may terminate the contract of an illegal striker; it may also rehire that person, but he/she then will be on probation for two years. Illegal strikers need not be compensated for days they're not working.

If an employee organization violates the strike laws, it loses its position as exclusive bargaining representative (for at least two years), and the school district need not automatically deduct its dues from paychecks of member employees.

Unfair Labor Practices

One of the most important provisions of PELRA is the requirement that public employers and employees bargain "in good faith". If a school board or employee group enters the negotiation proceedings with the statement (or intent) that their opening offer is their final one and they do not intend to move from that stated position, this is considered to be an example of "bad faith bargaining" and as such is an unfair labor practice.

Other examples of unfair labor practices include:

- refusing employees the right to join or organize an employee organization;
- discriminating in hiring or granting of tenure so as to discourage membership in an employee organization;
- discharging or discriminating against an employee who files a grievance or speaks out about unfair labor practices;
- refusing to negotiate in good faith with an employee

Summarize

group's exclusive representative;

- refusing to follow grievance procedures as delineated in PELRA;
- blacklisting from obtaining or retaining employment any individuals who have exercised their legal rights as employees;
- violating the rules of the Director of Mediation Services which pertain to choosing an exclusive bargaining representative;
- refusing to comply with binding arbitration decisions; refusing to comply with decisions issued by the Public Employee Relations Board (PER Board);
- and refusing employee organization requests to see budget, finance, and revenue information pertaining to the school district.

Examples of unfair labor practices on the part of employee organizations include:

- coercing employees in the matter of choosing their exclusive representative;
- refusing to meet and negotiate in good faith with the employer;
- violating the regulations of the Director of Mediation Services pertaining to choosing the exclusive representative;
- refusing to comply with an arbitration decision;
- calling and maintaining a boycott or illegal strike against an employer;
- attempting to force a public employer to refrain from doing business with any specific person;
- refusing to handle goods or perform services;
- preventing other employees from handling goods or performing services;
- damaging property or endangering the safety of persons while engaged in a legal strike;
- forcing an employer to assign particular work to any group of employees;
- forcing payment from the employer for services which have not been performed;
- engaging in an illegal strike;
- picketing in such a way as to interfere with the ability of others to enter and leave the facilities of the public employer;
- seizing, occupying, or destroying the property of the employer;

are these different?

Summary

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Minnesota actually has two teacher "tenure" laws. The first was the Teacher Tenure Act (M.S. 125.17) for cities of the first class passed in 1927. The second, the Continuing Contract Law (M.S. 125.12) was passed in 19__ and applies to all school districts except Minneapolis, St. Paul and Duluth. (In the discussion that follows the general term tenure will refer to both the Teacher Tenure Act and the Continuing Contract Law unless otherwise noted.) The basic intent and provisions of the laws are similar. (Specific differences will be discussed in the body of the text where it is appropriate.)

What does Tenure Mean?

Tenure means that once a teacher has satisfactorily completed a probationary period he/she cannot have ^{his/her} ~~their~~ contracts terminated, or even be demoted (i.e. reduced in rank or transferred to a position carrying a lower salary), except for certain causes specifically spelled out in the law and only then after a hearing.

Who is Covered by Tenure Laws?

Although the language differs slightly between the two laws, the term teacher applies to every person regularly employed who is required to hold a certificate from the state department of education. This includes not only classroom teachers, but principals, supervisors (consultants), superintendents, counselors, school librarians, school social workers, etc.

What is the Purpose of Tenure Laws?

Tenure was meant to make teachers feel secure in their jobs, because it was believed that teachers who were free from the anxiety of capricious dismissal would invest more energy, education and effort in their profession than they would if their job rested solely with the discretion of an elected school board. Tenure was seen primarily as a method for the protection of society, as a means for insuring quality education. It was not seen primarily as an inherent right for the individual to a job, nor did it intend to "place unreasonable restrictions on the powers of school boards."

(Foesch v. Independent School District # 646, 1974, 300 Minn 478, 223 N W 2d 371)

Court decisions have stated the purpose of tenure laws in the following terms:

The purpose of the teacher tenure legislation is to protect the educational interests of the state by preventing arbitrary demotions and discharges which are unrelated to their ability. (Perry v. Independent School District #696 299 Minn 217 N W 2d 212)

The purpose of teacher tenure laws is to promote good order and the welfare of the state and school system by preventing removal of capable and experienced teachers by political or personal whim. (Ehret v. Kulpmont School District 333 Pa 518, 5A 2d 188)

Don't need so many subheads - they take up a lot of room.

Don't put other citations at end. Why not these also? Why not these also? Why not these also?

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The purpose of teacher tenure laws is to protect competent and worthy instructors and other members of the teaching profession against unjust dismissal of any kind -- political, religious or personal-- and to secure for them teaching conditions which will encourage their growth in the full practice of their profession, unharried by constant pressure and fear. (Million v. Board of Education 181, Kan 230, 310, P 2d 917)

Inherent in the tenure legislation is the policy that a school board is required to do more than simply appoint licensed instructors. The law demands that permanent appointments be made only if teachers are found suitable after a qualifying trial.

What is the Probationary Period? *Emp/*

The probationary period is the time during the first consecutive years of teaching in a school district in which the school system is to evaluate teaching performance and determine whether that teacher is competent to receive tenure (a permanent position) in the district. The length of this period varies from ^{seven} 7 months ^{***} (for teachers who have held tenure in one Minnesota district and are transferring to another Minnesota district outside ^{first} first class cities) to about two-and-a-half years in cities of the first class. Teachers beginning in non-first class city districts have ^a one-and-a-half-year probationary period.

During this period school boards have wide discretion regarding whether or not to renew a teacher's contract. If a district decides not to renew a teacher's contract that teacher must be notified in writing by April, and must be given a written statement of the reasons for his/her discharge. ^{**} A probationary teacher who is discharged in this manner cannot appeal this action unless there is some evidence of fraud, malice, or violation of his/her constitutional rights (such as free speech). A school district may not, however, dismiss a probationary teacher simply to avoid granting tenure.

How can a Tenured Teacher Be Released? *Emp/*

A tenured teacher can be released only for specific causes enumerated in the law. (While grounds for dismissal and procedures for release of "tenured" or "continuing contract" teachers are basically the same, there are several technical differences which will be pointed out as applicable.)

→ ^{**} Under M.S. 125.17 (first class cities) causes for the dismissal of probationary teachers are the same as for tenured teachers. The difference is that school boards do not have to prove those causes at a hearing as they do in the case of a "tenured" teacher. Under M.S. 125.12 (continuing contract) a statement of reasons for dismissal is given only at the teacher's request along with a statement that adequate supervision was furnished and the nature and extent of that supervision. Courts have not upheld a probationary teacher's right to attack the quality or quantity of that supervision. (Pearson v. Independent School District #716, 290 Minn. 400, 188 N.W.2d 776 (1971))

→ ^{**} Technically the law states the first year of employment, but because it specifies that a decision not to renew must be received by the teacher by April 1, the district in fact has only seven months in which to evaluate that teacher's performance. Likewise for the ^{two} 2 year and ^{three} 3 year periods.

Grounds for Dismissal

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A teacher may be immediately discharged for any of the following reasons after a hearing:

1st Class Citities

- * immoral character, conduct unbecoming a teacher, or insubordination
- * failure without justifiable cause to teach without first securing the written release of the school board
- * affliction with active tuberculosis or other communicable disease (a cause for removal or suspension while teacher is suffering such a disability)
- * discontinuance of position or lack of pupils
- * inefficiency in teaching or in the management of a school

All Others

- * immoral conduct, insubordination or conviction of a felony, or conduct unbecoming a teacher which requires the immediate removal of a teacher from his/her classroom or other duties
- * failure without justifiable cause to teach without first securing the written release of the school board
- * continuing physical or mental disability subsequent to a 12 month's leave of absence and inability to qualify after that time
- * Willful neglect of duty or gross inefficiency which the teacher has failed to correct after reasonable written notice

In addition there are grounds which do not require the immediate discharge of a teacher, but which may serve to terminate ^{his/her} their contract at the close of the school year. In Continuing Contract districts these grounds include: a) inefficiency, b) neglect of duty or persistent violation of school laws, rules, regulations or directives, c) conduct unbecoming a teacher which materially impairs his/her educational effectiveness or d) other good and sufficient grounds rendering the teacher unfit to perform his/her duties.

~~educational effectiveness or d) other good and sufficient grounds rendering the teacher unfit to perform his duties.~~

Many of these terms are very ~~broad~~ ^{are} and there ~~are~~ ^{is} no precise legal definitions of their meaning. However there are some guidelines which have given some common meaning to many of these terms. Incompetency - ^{or inefficiency} ~~a~~ clear lack of knowledge required to be taught to students or an inability of a teacher to impart such knowledge effectively to students. ^{It} may also include failure to maintain discipline, physical mistreatment of students. Unprofessional conduct is widely interpreted and determined in large measure by its impact on the school. It includes violation of rules or ethical code of the teaching profession. Such conduct does not necessarily have to be ~~done~~ in front of the students. Insubordination ^{is} ~~a~~ constant or continuing intentional refusal to obey a direct or implied order, reasonable in nature and given by proper authority.

* A teacher can be discharged for these reasons only during the school year, and then only if the charges are filed at least four months before the close of the school sessions for that school year.

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If a district wishes to discharge a teacher because of physical or mental disability and the teacher refuses to consent, ~~the~~ district may suspend the teacher only on evidence from a qualified doctor who has examined the teacher (at school board expense). The examining physician must be the teacher's choice from a list of three provided by the school board. If the teacher fails to submit to examination, the board may discharge him^{her}. In the case of mental illness, ^{if} ~~the~~ the examining physician's statement is unacceptable to the teacher or board, a panel of three physicians or psychiatrists selected ^{one} by the teacher, ^{one} by the board and ~~one~~ selected by the other two doctors^{examines the teacher.} If the teacher is found to have a disability he^{she} shall be ^{is} suspended for 12 months, and ^{may} then be reinstated upon evidence of sufficient recovery from a physician. If the teacher does not qualify for reinstatement after 12 months he^{she} may be discharged.

~~Handwritten signature~~

Note to the readers here: Do you see any possibility for making a chart of some kind out of the following material? Is there too much detail? In an attempt to be fully accurate with respect to both laws, Have I lost the attention of the reader, confused him, etc?

Procedures for Dismissal

Once a school board has determined that it believes one of its teachers should be released based on one of the grounds listed above, it must follow rigorously certain procedures in order to dismiss that teacher. This "due process" was written into the law for the protection of the teacher. In the past many cases brought against teachers were dismissed because proper procedures had not been followed. This happens less frequently now as school boards and administrators have become more familiar with these requirements. All procedures must be completed by April 1 or the contract will be automatically renewed. This deadline was also designed to protect the teacher and not to aid the school district in any way. (b) What does this refer to? Citation at end? If so, it's #4 at least.

Charges against the teacher must be made in writing and filed with the clerk of the school board. In first class cities the school board may disregard charges brought by a person outside the school system if it chooses to.

Notice to Teacher - In continuing contract districts the teacher must be given written notice of the specific items of complaint and a reasonable time within which to remedy them. If after this reasonable time the complaint charges have not been remedied, the teacher must be given written notification that his ^{her} contract is being terminated and the grounds for the proposed termination in reasonable detail and a statement that the teacher may make a written request for a hearing. The teacher must request a hearing within 14 days. In first class cities teachers must have notice in writing of a proposed dismissal at least 10 days prior to a hearing for dismissal.

Hearings for Dismissal

Teachers must be given reasonable time to prepare for a hearing. This hearing ^{is} shall be public or private at the discretion of the teacher. Each party has a right to counsel and to subpoena, examine and cross-examine witnesses. Written transcripts of the hearing ^{are} ~~is~~ to be made available to either party.

Evidence at the hearing must be substantial and competent (no hearsay). This means that testimony of witnesses must be based on what they ^{actually} ~~observed~~ and not what they have heard from others. Witnesses must be competent to judge what they are testifying about. For example a principal may or may not be competent to testify about the musical ability of the band director, but would be competent to testify about sound educational policy and teaching practice. Many courts now accept superintendents as expert witnesses when making judgments regarding a teacher's competence in educational practice.

For example, if a district wished to prove a teacher guilty of insubordination ^{it} ~~they~~ would have to show: 1) ~~that~~ the conduct had actually occurred, 2) ~~that~~ a school rule against that conduct existed, 3) ~~that~~ the conduct of the teacher violated the rule, 4) ~~that~~ the teacher made no attempt to comply with

the rule, 5) ~~that~~ the teacher's motives were not admirable in breaking the rule, 6) ~~that~~ harm actually resulted from violation of the rule; 7) ~~that~~ the rule was reasonable, 8) ~~that~~ the rule was within the authority of its maker, 9) ~~that~~ the enforcement of the rule was not discriminatory or biased, and 10) that it did not violate the first ammendment of the Constitution.

The Decision: If the decision is against the teacher, ^{it} ~~the decision~~ must be given in writing stating the grounds on which that decision is based (including the findings of fact based on evidence in the record) within a specific period of time, ~~and in any case of termination no later than April 1.~~ ~~Termination of a contract is by majority vote of all the members of the school board.~~

If the decision is in favor of the teacher, ^{it} ~~this decision~~ is entered in the minutes of the school board and all reference to the charges and hearing are excluded from the teacher's file.

Judicial Review The court may review the decision of the board only to determine whether the decision was based on substantial and competent evidence and whether proper procedures were followed. The court cannot hear new evidence.

Seniority and Unrequested Leave *Long*

Until M.S. 125.17 and M.S. 125.12 were modified in 1974 there were no "seniority" rights granted by tenure laws. Court decisions had upheld the right of school boards to determine their own criteria and use their own discretion in determining which tenured teachers would be released because of lack of pupils or discontinuance of positions. While the law has always been clear that all probationary teachers must be released before any tenured teacher qualified to hold that position ^{can} ~~could~~ be terminated, it has been only recently that the law spelled out in detail how reductions in the tenured teaching force are to be made.

In cities of the first class "any teacher whose services are terminated on account of discontinuance of position or lack of pupils shall receive first consideration for other positions in the district for which she is qualified. In the event it becomes necessary to discontinue one or more positions, in making such discontinuance, teachers shall be discontinued in any department in the inverse order in which they were employed." *close quote here?*

In other Minnesota districts teachers' contracts are not immediately terminated because of discontinuance of positions; instead teachers are placed on "unrequested leave" (without pay or fringe benefits). The significance of this unrequested leave status is that these teachers are to be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are certified, in order of seniority for up to two years.

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Unless a school district negotiates a different method with its teachers, in its master contract, a district must observe the following procedures for determining which teachers are placed on unrequested leave and for which teachers are to be rehired as positions become available:

1) All probationary teachers must be placed on unrequested leave before any continuing contract teacher certified in that area can be placed on unrequested leave. No new teacher may be appointed while a properly certified teacher on unrequested leave is available to fill the vacancy. When positions become available in the district the teacher on unrequested leave with the highest seniority who is certified in that field must be offered that position. If that teacher fails to notify the district within 30 days that ^{she} will accept that vacancy, then the teacher on unrequested leave with the next highest seniority certified in that field will be offered the job. That person then has 30 days in which to reply, etc.

2) Probationary teachers may be placed on unrequested leave in inverse order of their employment.

3) Continuing Contract teachers shall be placed on unrequested leave in fields in which they are certified in the inverse order of which they were employed by the school district. These teachers shall be reinstated to the positions from which they have been terminated or, if ~~not available~~ ^{absolutely}, to other available positions in fields in which they are certified in the order of seniority. A key distinction in this language is certified. Many teachers are certified in fields in which they have not taught, or have not taught recently. If for example, three math positions were to be cut, the three math teachers with lowest seniority would lose their positions in the math department. Suppose those teachers were Mr Jones with ^{five} years of teaching in the district, Mrs. Smith with ^{four} years and Mrs. Johnson with ^{four} years. If Mrs. Smith also happened to be certified in art (regardless of whether she had ever taught it) she could move to the art department and replace Mr. Nelson who had taught art in the district for three years. Suppose that during the year that Mr. Jones was on unrequested leave he went back to school and received certification in Special Learning and Behavior Problems (SLBP). He would then be rehired over Miss Olsen, the following year who had been teaching SLBP classes for ^{four} years.

4) Teachers being placed on unrequested leave have all the procedural right guaranteed in the dismissal process. A district must grant ^a hearings to each teacher requesting one and complete the hearing process before April 1 regardless of the number of teachers ^{it is} they are dismissing. This means that placement of 35 teachers on unrequested leaves must begin soon enough to complete all 35 hearings before that deadline.

WHO WILL DECIDE?

One often hears mutterings about how all power has been taken from local school boards, that increasing state aid to local districts has meant ^{drastically} increasing the power of the state legislature over local public education. In a day of ^{even} increasingly strong teacher organization^s, the thought is also sometimes voiced that the teacher^s organizations are the ones who hold the decisive power over school finances.

What is really true? Where does the decision making power rest in education today? The answer, naturally, is that it is shared. But in what proportion and in what ways have these proportions changed in Minnesota over the last five years?

Give figures?
The passage of innovative state education financing legislation in 1971, the so called "Minnesota Miracle", meant that the state took over a much larger portion of the financing of education than before. In the process, the legislature placed a ceiling on the amount a local school board could levy in property taxes and thereby set a limit on the total revenue for each district.

The Minnesota legislature does have the constitutional responsibility of providing for a "general and uniform" system of education in the state. One of the motivating forces behind the "Minnesota Miracle" was to equalize opportunity across the state, to provide for a more "uniform" educational system. In fact, the law did more to equalize tax effort on the part of the state taxpayers than to equalize opportunity in local school districts by ensuring that all students have the same curriculum options and special programs.

The School Finance Task Force of the State Board of Education stated in 1974 that the State Dept. of Ed. should "assume responsibility for assuring a reasonably adequate level of programs and services throughout the state." (p.9) But they also stated that "the philosophy is well established in Minnesota that most of the important educational decision-making rests with the local boards of education". (p.10)

Within the revenue limits set by the state, each local school board still has much discretion on just how they divide up the money they receive. They may decide to put a premium on a superior hockey program or Advanced Placement courses, on field trips or more text books, on football or foreign languages,

Moreover, they have two options even in determining the amount of revenue. They can levy even less than allowed (although as of this year they will be correspondingly penalized in loss of state aid) Or they ~~do~~ have the option of a one-time local referendum to raise the property tax levy above ~~the~~ the limit set by the legislature.

The area of the budget over which a local school board has discretion, *however*, is limited by another factor: the high percentage of their total budget which goes to teachers' salaries.

Salaries, of course, are negotiated between the teachers and the school board. But with greater unionization of teachers in recent years and the new law which gives them the right to strike, the ~~power~~ *Board* *has much less power* *of the board* to settle at a figure which leaves ~~money~~ *much discretionary* for the other expenses of running a school. ~~is considerably diminished.~~

Moreover, a law passed in 1974 requires that the last ^{*teacher*} hired must be the first fired. This means that a school district with declining enrollment is caught. At the very time its state aid, based on a per-pupil formula, is decreasing, its salary expenses are increasing as its ^{*smaller*} staff becomes increasingly more experienced and better trained and so higher on the salary scale.

The issue here is whose responsibility is it that a district has more experienced, highly trained teachers? At some point in the past, some local school boards chose to set high salaries and to pay a premium for advanced training in order to attract and keep "better" teachers. Now some of these same districts are experiencing ^{*or*} real financial crunch as their enrollments and their revenues decline and

they are unable to balance their staff or their budget by hiring new, less expensive teachers. The question then is whether this financial crisis ought to be met through an adjustment to the state aid or through the local property tax contribution. If any kind of subsidy is to be given to districts with unusually highly paid staff, should it come from the state at large or the local taxpayers? Or should ~~xxxxxxxxxxxx~~ some other plan be devised for [?] greater teacher mobility and spreading highly paid staff around the state.

^{still} Another potential level of decision making in school finances has been added to the scene with recent legislation. With the new teacher bargaining laws, if agreement cannot be reached between teacher organizations and the local school board, the matter must eventually go to binding arbitration. There the salary and related issues are settled by three non-elected state arbitrators.

Another issue related to the question of "who decides" is the proposed creation of "Educational Cooperative Service Units" described elsewhere in this paper. ^{Some} The fear is that such a unit will not simply ease financial burdens on districts by allowing them to share services, but will also somehow erode local control and lead toward consolidated or even a metro-wide school district.

In some senses, the local citizen is also a decision maker. ^{He/for} she, of course, elects the school board members and the legislators, but more directly also ^{may have} the opportunity to vote on a referendum to increase the local property tax. Some proposals also suggest possible instances where "reverse referenda" might be used.

In a way, we have now come full circle. The largest share of ^{in school finances} decision-making is in the hands of the legislature. But who influences the legislature? The teachers' lobby influences it, certainly. They work to increase state aid with the hope that the higher aid will be translated into higher teacher salaries. Local school boards seek to

influence the legislature also. When they lobby for particular kinds of categorical aids or changes in the formula, they are concerned about what will bring the biggest financial benefit to their particular district. The local citizen influences the legislature through voting and other kinds of communication between elections. But in the last analysis, our hope for equal quality education throughout the state must be that the legislature ~~will not be swayed by special interests~~ but will base its decisions on what is best for the state as a whole - teachers, taxpayers, and most of all, students. Here is where a statewide organization such as the League ^{must} ~~can~~ work to present an overall objective perspective.

Some responses to the challenge:

We have listed several ways in which the funding of schools is adjusted to meet different perceived needs. Legislation now pending is designed to further solutions.

ECSU's - Educational Cooperative Service Units (S.F.22; ^{introduced in 1975 as} H.F. 96) would be established when half the school districts in a development region had agreed to join.~~xx~~ The State would provide funds for the administration: \$100,000 per year in Region 11 (metro) and \$50,000 in the other regions. As the name implies, the Service Units would provide on a cooperative basis those services ^{to} which the participating Districts agreed ~~xx~~. The bill provides that ~~such~~ ^{as} services and programs ~~might include~~: administrative services, curriculum development, data processing, evaluation and research, educational t.v., media centers, pupil personnel services, programs for the gifted and handicapped ^{might be included.} Financial support would be provided by the participating school districts, and the Unit could apply for state, federal or private funds.

ECSU's are seen as a partial solution to ^{the high cost of} providing better programs in the State's schools, at the same time ~~xxxxx~~ allowing for a more efficient use of funds and personnel. ^{The plan was piloted in the southwestern part of the State under the name of MESA.} Supported by the LWV, this bill passed the Senate in May, 1975 and is expected to pass the House during the up-coming session.

Aid to school districts based on training, experience, and ratios of professional staff. In ~~xxxxxx~~ schools throughout the State, both large and small, high-cost and low-cost, the combination of declining enrollments and salary increases, ~~has xxxxx increased the~~ added to inflationary cost increases, have made it difficult to maintain or improve the quality of school programs. Local districts have been asking for ~~xxxxx~~ additional funds to pay salaries.

This aid could be provided in several ways. A factor could be added to the foundation aid formula, ~~xxxxxx~~ categorical aid could be given, or local levies could be increased to cover the costs.

may return need for consolidation

Categorical aid could be given on a similar basis. The funds would be paid separately from the foundation aid, adding income to those schools who were able to certify certain staff and training levels. The payment of categorical aids would be less complicated, perhaps more predictable than adding a factor to the foundation aid formula. Specified amounts can be appropriated for categorical aid purposes, in some cases the amount is prorated between those applying for aid. It has been argued that applying categorical aid to the problem of high staff and training costs would be an easier way to keep control of the amount of money spent for that purpose.

Staffing factors as a measure of school effectiveness:

here we should discuss California study mentioned in
Task Force report and the Fed Reserve report of last year.

What else?

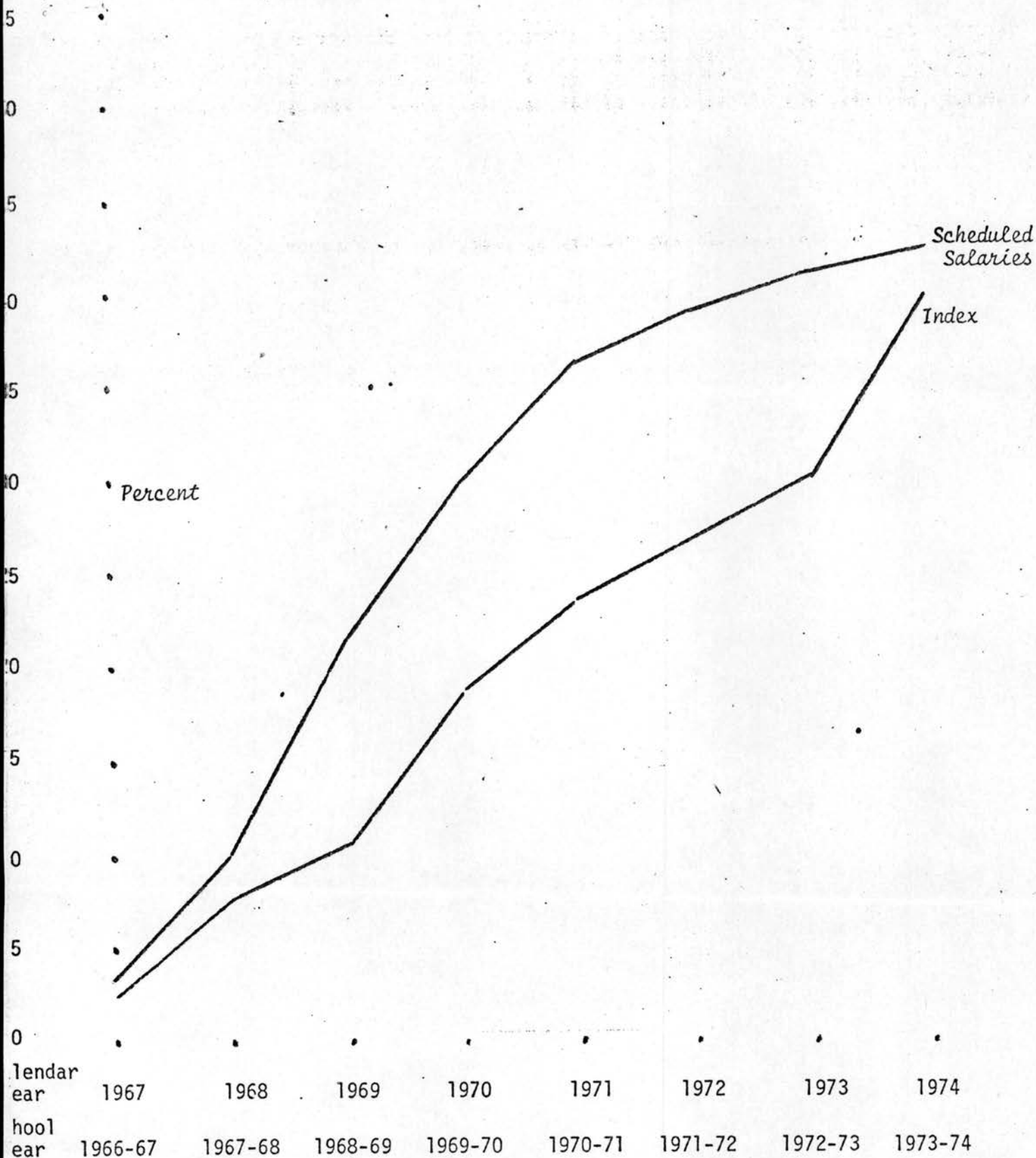
More statistical data on Minnesota differences?

*strongly feel this is
not a good reference*

-40-

COMPARISON OF ANNUAL PERCENTAGE INCREASES IN MINNESOTA
SCHEDULED TEACHER SALARIES* AND CONSUMER PRICE INDEX**

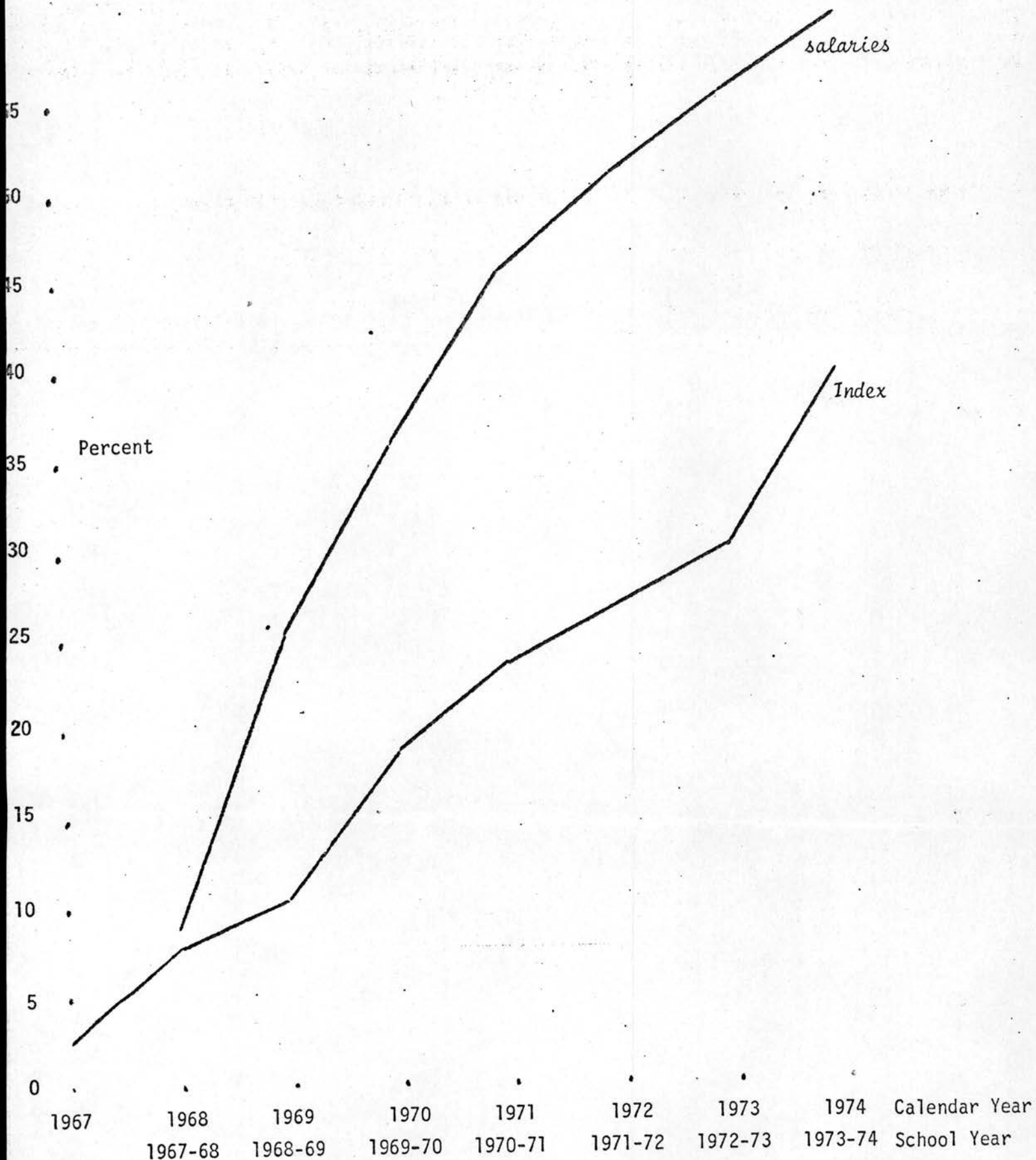
GRAPH A



*Medians of maximum scheduled salaries at the bachelor degree level. Source: Minnesota Education Association.

**January figure for the Minneapolis-St. Paul area.

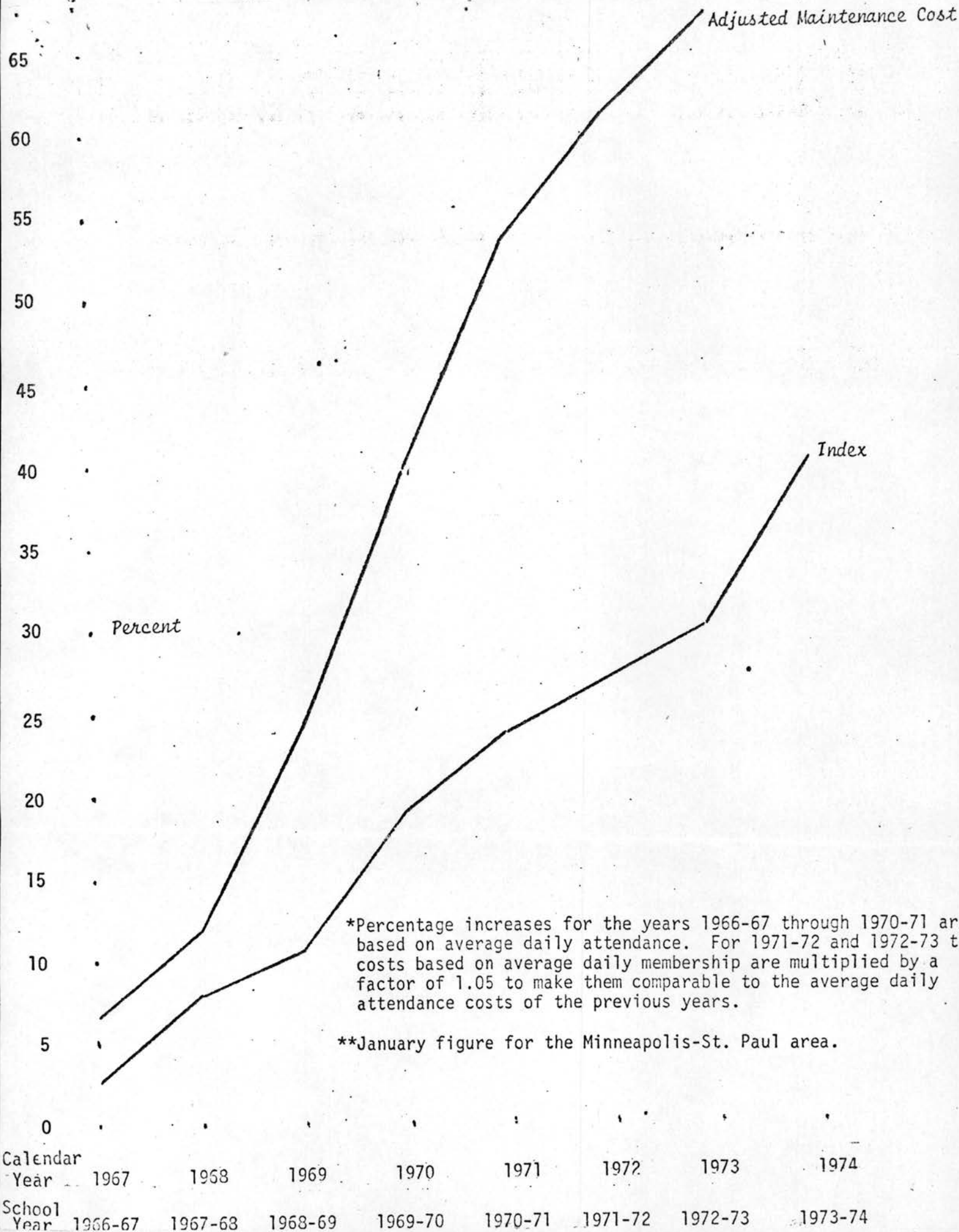
COMPARISON OF ANNUAL PERCENTAGE INCREASES IN MINNESOTA TEACHER SALARIES* AND CONSUMER PRICE INDEX**



*Total package teacher salary increase including increment and insurance fringes. Source: Minnesota School Boards Association.

COMPARISON OF ANNUAL PERCENTAGE INCREASE IN
MAINTENANCE COST* AND CONSUMER PRICE INDEX**

GRAPH 6



Superintendent Lloyd Nielson of Roseville cautioned that before voting legislation on mobility that the factors influencing mobility should be considered carefully. He listed those factors in order of importance (his ordering I think)

1. Location in regard to family, friends, spouses work, and opportunities for advanced training. Personal opportunities (including recreational) also are important here.
2. An assignment which the individual wants and is prepared for.
3. Quality educational program and school reputation. This includes opportunity to work on improving program, gaining professional recognition, and participation in academic organizations.
4. Security of position - seniority.
5. Pay and fringe benefits.

2. Financial Changes

- a.) Specific revenues for program improvement could be claimed at the project level rather than being dependant on certified numbers. Partnership between state and local district would be fostered with the state having a vested interest in local planning and projects.
- b.) Possible addition of 3 & 4 year olds to the school population. Available space and ataff could be used to provide these services.
- c.) Elimination or increase of levy limits. Most districts felt that a major overhaul of levy limit legislation was not needed nor was it politically feasible. Minor adjustments (levies for PERA, Social Security etc.) were preferable. Roseville thought that an increase in levy ability would restore options for program improvement and increase options for dealing with decreasing enrollments. It could renew effort for financial equalization if made available on a power equalized basis.

3. Organizational Changes.

- a.) Regional Educational Service Units (supported by League and likely to pass the legislature this session). These would be cooperative regional units, formed voluntarily by districts for the purpose of providing those services more efficiently handled on a regional basis. Formation of these units could help eliminate duplication of services, facilitate cooperation among school districts in problem solving, program developments and service delivery. It could provide a vehicle for common purchasing and give a more efficient basis for working with government agencies. ECSU's may be useful in monitoring census figures and developing regional planning.
- b.) Multiple use of school buildings by community services.

c.) District Consolidation

Most, if not all, school districts dislike the idea of consolidation because of the loss of local control. However, where secondary course offerings are limited by the lack of students it may be feasible to combine secondary schools and leave the primary schools as they are. Administrative costs are not thought to be substantially reduced by consolidation. Where some to level administrative positions could be eliminated, it was thought that an increase in personnel to handle coordination, paperwork, and public relations would make up for any savings. Consolidation could allow for ~~increased specialization~~ ^{improved programs for students}, giving more counseling, tutoring help and other special services ~~to a larger districts~~ ^{available in the}. *It is possible that*

d.) Functional Consolidation

ECSE's could alleviate the need for adm. consolidation.
This would identify critical numbers for effective performance of specific functions (data processing, special ed, vo-tech, etc) and consolidate those functions.

e.) Block Scheduling

This would allow transfer of students between joining districts for blocks of time, maybe half a day, for special subjects such as art, agriculture and foreign languages. Transportation costs would be increased, but there would be an increase in available course offerings.

f.) Leasing of Surplus School Facilities.

Districts in close proximity could lease surplus building space to growing districts. Transportation time would be a consideration here. It would be possible to transfer a limited no. of students to empty classrooms in another district with tuition payed by the transferring district. The state would have to adjust pupil costs so as not to give either district a financial disadvantage.

g.) Administrative Consolidation

This would be feasible for some districts, if they are not too large.

Comments on requiring a certificate of need from the State before any new school building construction is allowed. This idea was universally rejected. It was thought that this decision was better left on a regional or local basis, without creating more state bureaucracy. The state might develop a set of criteria, but control should be kept local. The metro area already has to take the Metropolitan Council land use plan into account.

Possible solutions: describe

Power equalizing - Larril - (Jaya Jan)

include special services in pupil unit weighting
New Mexico Navy

add points ^{to form} for high salaries

Straight aid for high salaries

aiming for higher average

(Jan)

Concerns
Questions

relation of assessment scores to expenditures

+
4 kinds of
equality

aid based on enrollment fluctuations

Barb. M.

- Equality - ~~there is nothing so unjust as~~

Is it possible?

Describe "high spenders" (cost)

"low cost districts"

Causes - standards - pre 1971

salaries - post 1971?

Cost of services (living)

Cures - grand father levy

categorical - aids AFDC

special levies

Transportation

special ed

Capital expenditures

transfer of services
to budget categories

EARC

Staff differentials

Is it desirable?

Discuss educational overburden

~~example of~~ municipal overburden. (still a factor?)

Diversity of standards &/or programs

mediocrity - are we imposing it?

Who decides?

Discuss local control -

School Boards prerogatives

legislature's responsibilities

Union ~~concessions~~ requirements

Do we favor:

Maintaining present plan for bringing up "lows"

adding factor for maintaining high salaries

does it perpetuate staff stagnation

rob local decision making

force state-wide salaries

Proposed Consensus Questions for Education study:

1. The school aid formula now takes into account several factors that add costs (i.e. special education, aid to families with dependent children,). Should additional income be allowed to school districts which have high salary costs per pupil unit?

(b) If so, should the income be provided from local property tax?

Specify: *allow limited additional levy*
~~remove local levie limits~~

retain referendum provision

provide for reverse referendum

provide for power equalization

(a) Or, should income be provided *from* ~~by~~ State Aid?

Specify: factor in foundation aid formula

through categorical aids

Present method?

2. Should ^{*ing*}aid to school districts with fluctuating enrollments be ^{*changed?*} continued?

(Foundation Formula)

Y - N -

Other comments:

~~Same approach (present method)~~

If so, do you favor

— Categorical Aids

— Local Levy

— Other

Superintendent

1. What changes, if any, in the administration of school districts have resulted since the enactment of PELRA, and the amendment of the 1974 continuing contract law (unrequested leave).
e.g. administrative workload, educational policy (teaming, open alternatives, 30 day waiting period for recall, building placements) *III - appendable*

2. Since PELRA has there been a change in the relationship between teachers and administration? How are these relationships different now? *III*

*Have the relationships become more or less antagonistic?
Has one group become more or less powerful (more or less able to achieve its demands) in relation to the other?*

3. Has PELRA served to assist school districts and teachers reach agreement over contract disputes? *In what ways?* What processes are still lacking? *Last Choices*

4. Do negotiated settlements consider the school districts' ability to pay (fiscal constraints) or are contracts determined only on their own merits? Did it go to arbitration? *factual background*

5. Does the fact that school districts *now* have operating budget maximums (p.p.u.) alter the way in which school districts/ teachers bargain?

6. In what other ways has the collective bargaining process or settlement results been affected by the Minnesota School Finance Law?

7. How will UFARS (uniform financing accounting reporting system) affect the collective bargaining process of school districts? (Some districts may be realizing a windfall when they switch over)

8. Does the cost of grievance arbitration sometimes prove a deterrent to parties seeking this type of help? At what point in the process is this likely to occur? (court?) Under what circumstances? Under what conditions might you receive help from your state or national organization?

9. Do these economic financial considerations detract from optimum functioning of PELRA? If yes, are there solutions to these problems? (Does it cost too much to follow thru with grievance provisions) *Step*

10. Do principals and administrators have a bargaining unit in your district? *Research*

11. How are their contracts arrived at? Are their salaries based on the teachers' salary schedule? *This year will you try to negotiate*

12. What processes have districts adopted to involve teachers in educational policy decisions? To involve principals?

13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?

14. Which items do school districts/ teacher groups feel ought to be negotiable?

15. In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process? *omit*

16. Will collective bargaining bring greater accountability of teachers or of school districts? *omit*

17. Has there been any change in public awareness of involvement in school districts since PELRA? *omit*

18. Who represents the community (parents) in the bargaining process? *omit*

19. How responsive are school boards and teachers to public desires? *omit*

20. How are community priorities and needs determined?

21. Do parents feel their views are represented in the bargaining process? Should they be? How can they be?

22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?

23. In what ways are tenure laws necessary or advisable?

24. What is the primary purpose of tenure laws?

25. What, if any, objections do you have to the tenure/ continuing contract laws? *omit*

26. What, if any, modifications would you make in the tenure/ continuing contract laws?

27. Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not, why not?

28. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? In such a situation, would the contract have to be expanded to cover more areas? What would be the benefits/ drawbacks of such an approach?

29. Do tenure laws lead to professional stagnation or protection of incompetent teachers? Explain? *Many People Say*

30. How does your district evaluate its teachers? How often? By whom are they evaluated? Is the evaluation mandatory or voluntary? (Get form if available) How are principals evaluated? By whom, how often? get form if any. *Research*

31. What impact does your evaluation have on professional growth? *Research*

32. Is your evaluation tool useful for determining professional competence? Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?

33. Has your district ever released a tenured teacher? Under what circumstances? How many in last 5 years?

34. Has your district ever counseled out of teaching a tenured teacher? How many in last 5 years?

35. Has your district ever gone to court to release a tenured teacher for cause? How many?

36. Has your district ever failed to release a tenured teacher whom did not feel was doing an adequate job (by their districts standards because of tenure protection? Why did your district not do so?

37. What measures have been taken to rid the profession of incompetent members? Who should determine professional competence? How should professional competence be determined?

38. What are the advantages or disadvantages of lengthening the probationary period? Would a more intensive evaluation system during the probationary period insure high quality teachers?

SCHOOL BOARD

1. What changes, if any, in the administration of school districts have resulted since the enactment of PELRA, and the amendment of the 1974 continuing contract law (unrequested leave).
e.g. administrative workload, educational policy (teaming, open alternatives, 30 day waiting period for recall, building placements)
2. Since PELRA has there been a change in the relationship between teachers and administration? How are these relationships different now?
Have the relationships become more or less antagonistic?
Has one group become more or less powerful (more or less able to achieve its demands) in relation to the other?
3. Has PELRA served to assist school districts and teachers reach agreement over contract disputes? In what ways? What processes are still lacking?
4. Do negotiated settlements consider the school districts' ability to pay (fiscal constraints) or are contracts determined only on their own merits? Did it go to arbitration?
5. Does the fact that school districts not have operating budget maximums (p.p.u.) alter the way in which school districts/ teachers bargain?
6. In what other ways has the collective bargaining process or settlement results been affected by the Minnesota School Finance Law?
7. How will UFARS (uniform financing accounting reporting system) affect the collective bargaining process of school districts? (Some districts may be realizing a windfall when they switch over)
8. Does the cost of grievance arbitration sometimes prove a deterrent to parties seeking this type of help? At what point in the process is this likely to occur? (court?) Under what circumstances? Under what conditions might you receive help from your state or national organization?
9. Do these economic financial considerations detract from optimum functioning of PELRA? If yes, are there solutions to these problems? (Does it cost too much to follow thru with grievance provisions)
12. What processes have districts adopted to involve teacher in educational policy decisions? To involve principals?
13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?
14. Which items do school districts/ teacher groups feel ought to be negotiable?
15. In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process?
16. Will collective bargaining bring greater accountability of teachers or of school districts?
17. Has there been any change in public awareness of involvement in school districts since PELRA?
18. Who represents the community (parents) in the bargaining process?
19. How responsive are school boards and teachers to public desires?
20. How are community priorities and needs determined?
21. Do parents feel their views are represented in the bargaining process? Should they be? How can they be?
22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?
23. In what ways are tenure laws necessary or advisable?
24. What is the primary purpose of tenure laws?
25. What, if any, objections do you have to the tenure/ continuing contract laws?
26. What, if any, modifications would you make in the tenure/ continuing contract laws?
27. Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not, why not?
28. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? In such a situation, would the contract have to be expanded to cover more areas? What would be the benefits/ drawbacks of such an approach?
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TEACHERS

1. What changes, if any, in the administration of school districts have resulted since the enactment of PELRA, and the amendment of the 1974 continuing contract law (unrequested leave).
e.g. administrative workload, educational policy (teaming, open alternatives, 30 day waiting period for recall, building placements)
2. Since PELRA has there been a change in the relationship between teachers and administration? How are these relationships different now?
Have the relationships become more or less antagonistic?
Has one group become more or less powerful (more or less able to achieve its demands) in relation to the other?
3. Has PELRA served to assist school districts and teachers reach agreement over contract disputes? In what ways? What processes are still lacking?
8. Does the cost of grievance arbitration sometimes prove a deterrent to parties seeking this type of help? At what point in the process is this likely to occur? (court?) Under what circumstances? Under what conditions might you receive help from your state or national organization?
9. Do these economic financial considerations detract from optimum functioning of PELRA? If yes, are there solutions to these problems? (Does it cost too much to follow thru with grievance provisions)
12. What processes have districts adopted to involve teacher in educational policy decisions? To involve principals?
13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?
14. Which items do school districts/ teacher groups feel ought to be negotiable?
15. In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process?
16. Will collective bargaining bring greater accountability of teachers or of school districts?
17. Has there been any change in public awareness of involvement in school districts since PELRA?
18. Who represents the community (parents) in the bargaining process?
19. How responsive are school boards and teachers to public desires?
20. How are community priorities and needs determined?
21. Do parents feel their views are represented in the bargaining process? Should they be? How can they be?
22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?
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31. What impact does your evaluation have on professional growth?
32. Is your evaluation tool useful for determining professional competence? Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?
37. What measures have been taken to rid the profession of incompetent members? Who should determine professional competence? How should professional competence be determined?
38. What are the advantages or disadvantages of lengthening the probationary period? Would a more intensive evaluation system during the probationary period insure high quality teachers?
39. Did you change your teaching style because you were a probationary teacher? Was it because you were being evaluated?
40. Do you think in this district this evaluation had any consequences?

UNIONS

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7. How will UFARS (uniform financing accounting reporting system) affect the collective bargaining process of school districts? (Some districts may be realizing a windfall when they switch over)
8. Does the cost of grievance arbitration sometimes prove a deterrent to parties seeking this type of help? At what point in the process is this likely to occur? (court?) Under what circumstances? Under what conditions might you receive help from your state or national organization?
9. Do these economic financial considerations detract from optimum functioning of PELRA? If yes, are there solutions to these problems? (Does it cost too much to follow thru with grievance provisions)
13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?
14. Which items do school districts/ teacher groups feel ought to be negotiable?
15. In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process?
16. Will collective bargaining bring greater accountability of teachers or of school districts?
17. Has there been any change in public awareness of involvement in school districts since PELRA?
18. Who represents the community (parents) in the bargaining process?
19. How responsive are school boards and teachers to public desires?
20. How are community priorities and needs determined?
21. Do parents feel their views are represented in the bargaining process? Should they be? How can they be?
22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?
23. In what ways are tenure laws necessary or advisable?
24. What is the primary purpose of tenure laws?
25. What, if any, objections do you have to the tenure/ continuing contract laws?
26. What, if any, modifications would you make in the tenure/ continuing contract laws?
27. Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not, why not?
28. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? In such a situation, would the contract have to be expanded to cover more areas? What would be the benefits/ drawbacks of such an approach?
29. Do tenure laws lead to professional stagnation or protection of incompetent teachers? Explain?
30. How does your district evaluate its teachers? How often? By whom are they evaluated? Is the evaluation mandatory or voluntary? (Get form if available) How are principals evaluated? By whom, how often? get form if any.
31. What impact does your evaluation have on professional growth?
32. Is your evaluation tool useful for determining professional competence?
Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?
37. What measures have been taken to rid the profession of incompetent members? Who should determine professional competence? How should professional competence be determined?
38. What are the advantages or disadvantages of lengthening the probationary period? Would a more intensive evaluation system during the probationary period insure high quality teachers?

Community

15. In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process?
16. Will collective bargaining bring greater accountability of teachers or of school districts?
17. Has there been any change in public awareness of involvement in school districts since PELRA?
18. Who represents the community (parents) in the bargaining process?
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20. How are community priorities and needs determined?
21. Do parents feel their views are represented in the bargaining process? Should they be? How can they be?
23. In what ways are tenure laws necessary or advisable?
24. What is the primary purpose of tenure laws?
25. What, if any, objections do you have to the tenure/ continuing contract laws?
26. What, if any, modifications would you make in the tenure/ continuing contract laws?
29. Do tenure laws lead to professional stagnation or protection of incompetent teachers? Explain?
38. What are the advantages or disadvantages of lengthening the probationary period? Would a more intensive evaluation system during the probationary period insure high quality teachers?

ARBITRATORS

3. Has PELRA served to assist school districts and teachers reach agreement over contract disputes? In what ways? What processes are still lacking?
5. Does the fact that school districts not have operating budget maximums (p.p.u.) alter the way in which school districts/ teachers bargain?
6. In what other ways has the collective bargaining process or settlement results been affected by the Minnesota School Finance Law?
13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?
14. Which items do school districts/ teacher groups feel ought to be negotiable?
22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?
27. Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not, why not?
28. Can the safeguards provided by the current tenure laws be equally well-provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? In such a situation, would the contract have to be expanded to cover more areas? What would be the benefits/ drawbacks of such an approach?

MEDIATORS

3. Has PELRA served to assist school districts and teachers reach agreement over contract disputes? In what ways? What processes are still lacking?
5. Does the fact that school districts not have operating budget maximums (p.p.u.) alter the way in which school districts/ teachers bargain?
6. In what other ways has the collective bargaining process or settlement results been affected by the Minnesota School Finance Law?
13. How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?
14. Which items do school districts/ teacher groups feel ought to be negotiable?
22. Do you find the present method of seniority for placing persons on unrequested leave satisfactory? What are its advantages; what are its shortcomings? What modifications would you make? Does your system or any other you know of have an alternative method for placing people on unrequested leave? If so, how's it going?
27. Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not, why not?

After every question, space has been provided to add your comments if you wish.

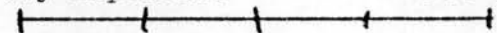
I. The League of Women Voters of Minnesota has chosen to study the tenure/continuing contract laws and their impact on schools. Please help us evaluate this relationship by answering the following questions:

1. In what ways are tenure laws necessary or advisable?

a. To insure academic freedom

Very important

Not important



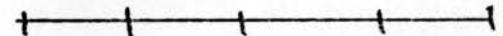
b. To allow freedom for differing teaching styles



c. To prevent a "spoils system" or personal favoritism



d. To protect a teacher from community pressure



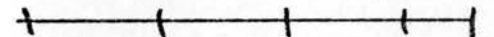
e. To protect against prejudice (ethnic, sex, age, etc.)



f. To prevent release of high-salaried teachers as a means of budgetary reduction



g. Other _____



2. Please rank the above statements in order of importance:

1. 5 2. 3. 4. 5. 6.

3. (For teachers)

a. If the tenure laws were to be modified, what modifications would you find acceptable?

1. Abolition of tenure _____

2. Periodic review and renewal of tenure _____

3. Contract negotiation of tenure _____

4. Lengthening of probationary period _____

5. Shortening of probationary period _____

6. No change _____

7. Other _____

b. (For administrators)

If the tenure laws were to be modified, what modifications would you find desirable?

1. Abolition of tenure _____

2. Periodic review and renewal of tenure _____

3. Contract negotiation of tenure _____

4. Lengthening of probationary period _____

5. Shortening of probationary period _____

6. No change _____

7. Other _____

4. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? Yes _____ No _____ Undecided _____
What would be the advantages of such an arrangement?
What would be the disadvantages?

5. It is sometimes said that the job security provided by tenure laws leads to professional stagnation or protection of incompetent teachers. Do you agree?

Strongly agree

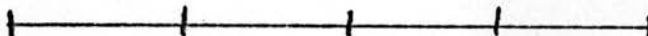
Strongly disagree



6. Do you agree that the removal of the job security provided by tenure laws would prevent professional stagnation, and encourage the release of incompetent teachers?

Strongly agree

Strongly disagree



(Your elaboration on Questions 5 & 6 would be especially appreciated.)

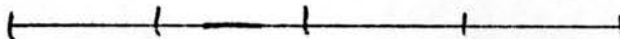
- II. In 1974, MS 125.12 was amended to include a method for determining how staff reductions are to be made. It says (Seniority reduction)

Help us evaluate the impact of this legislation on schools.

1. Is the seniority rank dismissal procedure in the best interests of quality education? Why or Why not?
2. What specific modifications would you find acceptable in the seniority dismissal process?
3. In many districts, educational programs have been lost or their effectiveness diminished because the application of the seniority dismissal process has led to the release of key teachers. Has this happened in your district?
If so, how detrimental is it to the quality of education provided?

Very serious problem

Not a problem

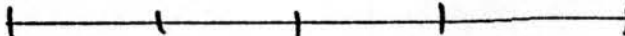


4. a. It is assumed that seniority dismissal procedures will lead to an age and experience imbalance in a district's teaching staff. Do you agree? Yes _____ No _____ Undecided _____

- b. How important is a balanced mixture of age and experience in the school district?

Very important

Not important



5. Is it necessary to strike a balance between an objective dismissal process such as seniority rank dismissal and a subjective dismissal process based on evaluation? Yes _____ No _____ Undecided _____
Please indicate on this scale where the balance ought to be:

Seniority only

Evaluation only



6. It has been suggested that recent teaching experience w/in a certified subject area be required in est. seniority rank. Do you agree? 1 2 3 4 5 Disagree

III. Please help us evaluate the impact of collective bargaining laws, as stated in the Public Employees Labor Relations Act (PELRA),

1. How has PELRA served to assist school districts and teachers to reach agreement over contract disputes? What processes are still lacking?

2. Since PELRA, has there been a change in the relationship between teachers and administration? How are these relationships different now?

3. Have teacher groups been better able to achieve their objectives in terms of wages and working conditions?

5-4. a. Committees are common vehicles for staff involvement in policy-making. Does your district have groups involving teachers and principals such as, budget review committees, curriculum committees, discipline committees, textbook selection committees, human relations committees, etc.? Yes _____ No _____

b. Through this process, how effective are teachers and principals in influencing district policy decisions?

Very effective _____ Not effective

4-5. Are the grievance procedures adequate to remedy justified teacher complaints?

6. Is the administration's responsibility to implement policy decisions hampered significantly by the possible use of the grievance procedure?

7. What successes and problems have been met during impasse arbitration? Is compromise satisfactory to either party?

8. Have educational priorities been altered as the result of a negotiated settlement? (Such as budget adjustments, personnel assignments, etc.)

9. Which of these "non-economic" items do you consider negotiable? Please rank those you consider negotiable in order of importance to you.

- _____ Class size
- _____ In-service training
- _____ Prep time
- _____ Extra duties (hall monitor, lunchroom duty, etc.)
- _____ Seniority rank dismissal
- _____ Affirmative action policies
- _____ Curriculum planning
- _____ Alternative teaching styles
- _____ Transfer policy
- _____ Other

10. Should parents be consulted (by either or both sides) when negotiations priorities are set?

IV. Evaluation

Consideration of the impact of tenure laws and/or collective bargaining laws on schools seems to lead to an evaluation of teacher and principal job performance. Please help us clarify these processes.

1. Is professional competence increased by:

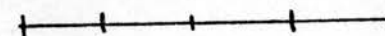
a. Graduate course hours

Yes

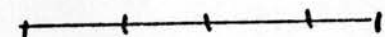
No



b. Years of experience



c. Regular evaluation



d. Re-certification requirements



e. In-service training



f. Sabbatical leave



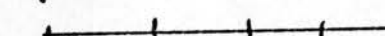
g. "Prep time"



h. Service on school or district committees



i. Participation in community activities



j. Rotating assignments to different buildings



k. Strong building morale



l. Other



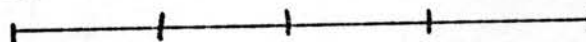
Which two or three of the above do you consider most important?

1. _____ 2. _____ 3. _____

2. How satisfied are you with your district's evaluation tools to measure job performance?

Very satisfied

Not at all satisfied

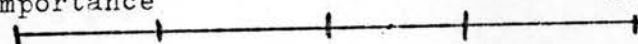


3. Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?

4. What impact does your evaluation have on professional growth?

Much importance

Of no importance



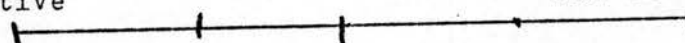
5. What incentives or disciplinary measures are available to principals to insure improvement of teacher job performance?

1. _____ 2. _____ 3. _____ 4. _____

(Please rate each as to its effectiveness as follows:

Very effective

Not at all effective



6. Who should determine professional competence? (Please rank the following groups in order of importance:)

<u> </u> colleges of education	<u> </u> peers
<u> </u> teacher organizations	<u> </u> parents
<u> </u> State Board of Education	<u> </u> principals
<u> </u> Board of teacher certification	<u> </u> district administration
<u> </u> students	<u> </u> other

7. (For principals)

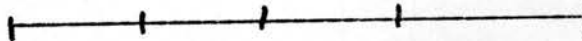
Where would you place your own role definition on this scale?

(For non-principals)

Where on this scale do you think a principal's role should be placed?

Advocate & defender
of teachers in building

Spokesman for &
implementer of admin.
policy

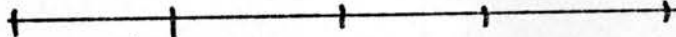


8. Is a principal's management effectiveness diminished by membership in a collective bargaining unit?

9. a. How good an indicator of future competence is probationary job performance?

Very good

Not good at all



- b. Are adequate job performance assessments made for probationary teachers?

10. How else could future job competence be assessed?

11. Have you tried to determine community priorities and needs?
Were you able to use these results?

II

A. Is professional competence increased by:

Yes

NO

a Graduate course hours

b Years of experience

c Regular evaluation

d Re-certification requirements

e In-service training

f Sabbatical leave

g "Prep time"

h Service on school or district committees

i Participation in community activities

j Rotating assignments to different buildings

k Strong building morale

Which two or three of the above do you consider most important?
Others? 1-

2.
3.

B. 1. In many districts, educational programs have been lost or their effectiveness diminished because the application of the seniority dismissal process has lead to the release of key teachers.

Has this happened in your district?

If so, how detrimental is it to the quality of education provided?

Very serious problem

Not a problem

2. It is assumed that seniority dismissal procedures will lead to an age ^{& experience} imbalance in a district's teaching staff. ^{a. DeYoung} ^{b. A. U.}
This situation is a serious detriment to providing quality education.
Strongly Agree Strongly disagree

Intro

1974 Seniority for unrequested leave

Budget

financing

2. How important is a balanced mixture of age and ^{experience} ~~importance~~ in a district.

Imp

not.

I Start-

2

~~1. How can institutional incentives be related to job performance?~~

1. In what ways are tenure laws necessary or advisable?

- 1- To insure academic freedom Very important Not important
2- To allow freedom for differing teaching styles
3- To prevent a "spoils system" or cronyism
4- Personal favoritism
5- To protect a teacher from community pressure
6- To protect against prejudice (ethnic, sex, age, etc.)
7- To prevent release of high-salaried teachers as a means of reduction in budgetary considerations
8- Other

2. Please rank the above statements in order of importance.

3. a. (For teachers) If the tenure laws were to be modified

What modifications would you find acceptable in the tenure law?

b. (For administrators)

What modifications in the tenure law would you find desirable?

4. Can the safeguards provided by the current tenure laws be equally well provided by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration?

What would be the advantages of such an arrangement?

What would be the disadvantages?

5. It is sometimes said that tenure laws lead to professional stagnation or protection of incompetent teachers. Do you agree?

Strongly agree Strongly disagree

6. Are the grievance procedures adequate to remedy justified teacher complaints?

7. Is the administration's responsibility to implement policy decisions hampered significantly by the possible use of the grievance procedure?

8. Does your district have such groups as:

- Budget review committees
Curriculum committees
Discipline committees
Textbook selection committees
Other

Do you think they are effective in involving teachers/principals in the district's educational policy and implementation decisions?

Very effective Not at all

What incentives or disciplinary measures are available to principals to insure improvement of teacher job performance?

(Please rate each as to its effectiveness as follows: Very effective Not at all effective)

IV

Intro: Consideration of ³ ~~modifications in~~ ² ~~ten. law~~ ^{at schools} seems to lead to ~~evaluation of~~ ^{an} ~~teacher and principal job performance~~ ^{evaluation} Please help us ~~understand the impact of these~~ ^{clarify} ~~processes~~

2. How satisfied are you with your district's evaluation tools to measure job performance?

Very satisfied

Not at all satisfied



3. Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?

4. What impact does your evaluation have on professional growth?

~~great importance~~ ^{importance} ~~no importance~~

5. Who should determine professional competence? (Please rank the following groups in order of importance)

- colleges of education
- teacher organizations
- State Board of Education
- Board of teacher certification
- students
- peers
- parents
- principals
- district administration
- other

7. a. (For principals) Where would you place your own role definition on this scale?

- b. (For non-principals) Where on this scale do you think a principal's role should be placed?

Advocate & defender
of teachers in building

Spokesman for &
implementer of
administration policy



8. Is a principal's management effectiveness diminished by membership in a collective bargaining unit? (~~Elaborate if you wish~~)

9. Are adequate job performance assessments made for probationary teachers? How is it defined? How is it measured? ^{Prob. job perf}

yes no inde.

How good an indicator is this assessment of future performance?

10. Have you tried to determine community priorities and needs? Were you able to use these results? (Elaborate if you wish)

III. Collective Bargaining

1. How has PELRA served to assist school districts and teachers to reach agreement over contract disputes?
What processes are still lacking?
2. Since PELRA, has there been a change in the relationship between teachers and administration? How are these relationships different now?
3. Have teacher groups been better able to achieve their objectives in terms of wages and working conditions?
4. What successes and problems have been met during impasse arbitration? Is compromise satisfactory to either party?
5. Have educational priorities been altered as the result of a negotiated settlement (Such as budget adjustments, personnel assignments, etc.)
6. Which of these "non-economic" items do you consider negotiable? Please rank those you consider negotiable in order of importance to you.
 - ___ Class size
 - ___ In-service training
 - ___ Prep time
 - ___ Extra duties (hall monitor, lunchroom duty, etc.)
 - ___ Seniority rank dismissals
 - ___ Affirmative action policies
 - ___ Curriculum planning
 - ___ Alternative teaching styles
 - ___ Other
7. Should parents be consulted (by either or both sides) when negotiation priorities are set? (Elaborate if you wish)

9/3 Jack Puterbaugh
School Board Member
Brakham, Minn.

generally in favor - it does provide
some security. Abuses are mainly
failures of mgmt to deal with its
supervisory responsibility

first attempt to persuade to resign
many teachers asked to leave because
of behavior which offends community
failure to maintain class room discipline

people who get into trouble with
text material usually have had other
run-ins and its the straw that
breaks the camel's back.

School administrators are weak-kneed fellows
who don't really want to supervise.

Board members don't contribute substantially
in terms of evaluation development -
forget it. Don't know anything about
mgmt or supervision and very reluctant
to do it. School board members don't
bring up anything to do with educ.
philosophy & process. Covered by
administrators.

C.C law more protective of Administrators than teachers. Most supervisors don't want to take the time to document & commit.

school boards not willing to hold accountable for fiscal affairs

2 or 3 Board - Supt - ex officio for negotiating. Haven't hired anyone. School board ass'n sends out lots of stuff on Petra & C.C. law.

Administrators longer probationary period. No formal system for evaluating either teachers or admin. No support for them among board members.

No objections that can't be coped with if you want to be a Manager.

Would rather have law. No laws would leave teachers to the Wolves.

Administrators - definite term Contract coupled with performance evaluation as contract requirement

Can set up criteria to evaluate
Administrators for Board use.

People reluctant to get people to
commit themselves to paper.

Board gets insufficient info for
many purposes. Own fault for
not requiring it.

No attempt to develop priorities
by teachers or for teachers

Teachers have input on calendar
Teachers come to mtgs. of Board.
Not much participation in board
Board Minutes read. Passive interest.

at top
after every
question

Space is ~~provided~~ provided for you to add
your comments if you wish..

3. List

1. Abolition

2. periodic review and renewal of tenure

3. Contract negotiation

4. Lengthen probation Pt.

5. Shorten " "

6. None

7. Other

— elaborate if you wish —

5. It is sometimes said that the job security^{provided by} + tenure
laws ~~provided~~ leads to professional stag..

6. Do you ^{agree} ~~believe~~ that the removal of ^{job security provided by} tenure
laws would prevent professional stag. and
encourage release of incompetent teachers.
your elaboration on quest. on 5 & 6 would
be esp. appreciated

Scale

7b ~~Through this~~ How effective are teachers +
principals in influencing the district's educ.
policy decisions through this process.
~~after 6~~

(I 5.) goes after 3 on Pg. 3

9. a. How good an indicator of future competence
is probationary job performance.

b. good _____ N.g.

b. Are adequate job performance
assessments made for probationary
teachers

yes — no —

undecided —

~~10.~~

10. How else could future job competence
be assessed?

3. Ideally,

When a district is forced to cut teaching positions
it would be better to dismiss teach
the ^{basis on which dismiss is} ~~best method most likely to insure~~

1. Seniority

2. Program needs

3. ~~the~~ evaluation of job performance

EXPENSE VOUCHER

Name B

Date _____

Address _____
Street City Zip

(Please circle your noncash contributions.)

	Transportation*	Meals#	Lodging; fees	Other	Total
Supplies, Postage or Copying					
Telephone & Telegraph					
Board Tools, Expenses (P, S, T)					
Administrative: Finance, Development, Membership, Local Agenda, PR, Budget, Nominating, Program-making, Bylaws, Office Management, Field Service League visited: _____					
+Convention; Council; Conferences; Regional Meetings (S/N)					
VOTER, Citizen Information, Pubs.					
+Program (_____ committee)					
+Action (including lobbying)					
+Workshops					
+Other					

+Description of Activity _____

SUB-TOTAL \$ _____

Total noncash contributions(s) _____

BALANCE DUE \$ _____

* car (15¢ per mi.), train, air, bus, parking
breakfast (1.00), lunch (1.50), dinner (4.00)

For official League function, League pays actual cost.

Attach all bills and receipts when possible.

(For office use only: Pd. _____, 19__ - Check # _____)

INSTRUCTIONS for filling out VOUCHERS

1. Fill in name as you want it to appear on the check. Give complete address including zip code.
2. If the expense is for supplies, postage or copying, designate which and record amount under Other, column 4, right hand side. If for more than one, record separately under Other by placing an S, P or C - followed by the amount. (e.g. S-1.50, P-8.00)
3. ALL Board members record all Board expenses or tools in this category. Board expenses include Board meetings or coming to the office for other than specific committee meetings or work pertinent to your portfolio. Tools, materials and/or baby-sitting are to be recorded in the column 4 Other, specifying which expense. (If you are the president, secretary or treasurer, circle appropriate letter.)
4. Under Administrative, designate which committee. If more than one committee, follow instructions as in 2 above. (e.g. D-\$10, M-\$6, F.S.-\$20)
5. Convention, Council, Conferences, Regional Meetings refer to League sponsored functions only. Circle S if it is state; N, national.
6. The VOTER, Citizen Information, Pubs. (publications) category refers to those specific committees. Again, if more than one, follow instructions as in 2 above.
7. The Program committee column refers only to areas of new studies or present studies being updated; e.g. land use, financing state government, corrections, revenue sharing. This category also covers meetings attended; e.g. seminars, symposiums, relating to the Program item. If for baby-sitting or tools, specify which under column 4 Other.
8. Action includes all lobbying expenses as well as Action committee meetings. This category includes Program committee meetings held to clarify present positions and their relationship to pending or current legislation. Also included are expenses for observing legislative committee meetings and attendance at seminars or meetings dealing with Program items on which League has a position. If for baby-sitting, materials, etc., record under column 4 Other. Designate which Program area; initials may be used (e.g., HR, IR, etc.).
9. The Workshops category covers all League sponsored workshops such as Regional, Columbus Day or Focus on State Government. Please designate which, if more than one workshop is being held at about the same time.
10. If none of the above categories cover the activity, use the Other at the bottom of the left hand side and describe. (Use this category sparingly.)

If you have any questions, please contact the office manager/bookkeeper BEFORE completing voucher. Thank you for your cooperation.

How Tenure & Collective Bargaining affect job Performance
Education Committee - 9/13

I How are or can existing institutional incentives be related to job performance

a. Tenure

b. Recertification

c. Release time

d. in-service training

e. increments - ~~low~~ changes

Transfers, extra curricular activity

f. adopted school board policy

g. collective bargaining

h. evaluation process

i. Seniority dismissal

II How is job performance & goals & productivity measured - What kinds of systems have been developed? What has been tried? What attempt has been made to define good teaching performance.

What attempts have been made to define good middle management performance?

What attempts have been made to measure job performance as defined?

III. How does Collective Bargaining effect the "performance" of the District

affect variety of school programs
- seniority method of unrequested leave

~~Have teachers~~ Has this seniority method of dismissal led to teachers transferred to ~~over~~ subject areas in which they are certified but have no recent experience? How often.

Has collective bargaining led to
- Different board spending priority
Have educational priorities been altered because of the results of a collective settlement.
- Have teacher groups been better able to achieve their objectives in terms of wages and working conditions

Negotiation Process

179.65(4)

Public employees through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment,...

179.66(2)

A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment,...

Negotiable Items

179.66(L)

A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizations structure and selection and direction and number of personnel.

179.63(18)

"Terms & conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district.

Negotiation Process

1. Teachers elect exclusive bargaining representative. An organization is certified as the exclusive representative upon receiving a majority of votes cast at an election held by the appropriate unit. (All teachers of a district) (179.67)
2. School board and teacher organization choose negotiating teams. The Board and teacher group may choose one of their members or a committee of members to negotiate, or they may hire an outside person specifically for this purpose.
3. Negotiators for each side prepare background material and proposals.
4. Negotiators agree on procedures - such as times and places of meetings, how proposals will be made (in writing or not?), etc.
5. Negotiations are conducted as agreed upon.
Such sessions appear to be open to the public - 179.69(2)
"All negotiations, mediation sessions, and hearings between public employers and public employees or their respective representatives shall be public meetings except when otherwise provided by the director."
6. If agreement is reached --
Contract must be executed by employer and employee, and the final draft signed by both parties. 179.69(1)
Before signature, contract must be approved by school board and teacher organizations unit (by vote) (This part of the process does not seem to be required by PELRA)

7. If impasse occurs --

(a) Mediation

Either party may request mediation by petition of the director of mediation services, who then institutes procedures he "deems most expedient to bring about a settlement" 179.69(1)

(b) Arbitration

Must be certified by the director after determining that impasse has been reached and further mediation is of no use. 179.69(3)

If employer requests arbitration and is certified, proceedings begin within 15 days and are binding on both parties. 179.69(5)

If requested by employee, employer has 15 days to reject request or agree to submit matter to binding arbitration. 179.69(5)

If employer rejects binding arbitration, teachers may strike 179.64(7)

Arbitration procedure -

Public Employment Relations Board constitutes an arbitration board. panel from a list of qualified arbitrators; may be three members, or only one if both parties agree. 179.72(6)

Each party submits its final position to the panel 179.69(3)

Panel may subpoena witnesses and evidence relating to the dispute & may examine witnesses. 179.72(8)

Arbitration panel resolves the issues of dispute. Its decision is final and binding. 179.72(7)

If the decision is rejected by the school board, the teachers may strike 179.179.68 (2,9)

The parties may settle at any time during the arbitration proceeding. 179.72(11)

Grievance Procedures

Contracts are required to include a grievance procedure which provides for binding arbitration 179.70(1)

"Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by this section. 179.70(6)

If parties cannot reach agreement on a grievance procedure, they are subject to a grievance procedure promulgated by the director. 179.70(1)

Seniority Dismissal

The "seniority dismissal" procedure is a topic which currently generates a great deal of controversy.

Before discussing the issues involved, clarification of a common misconception may be in order. Seniority and tenure are not the same thing. A teacher achieves tenure status upon completion of a probationary period of 2 or 3 years. Tenure is not something accumulated with years of service--a person either is or is not tenured. Seniority is the term commonly used to describe the number of years a teacher has worked for the district--a teacher hired in 1952 has more seniority than a teacher hired in 1966.

The concept of seniority in teaching had little practical importance until declining enrollments and budget limitations began to force school districts to release tenured teachers. Now, administrators and teachers in many/ Minnesota school districts are acutely aware of seniority and "bumping" rights, and parents are becoming aware of seniority as their protests over favorite teachers and coaches being released are met with the response that there was no choice--those teachers had the least seniority. As this trend accelerates, the effect of seniority dismissal on the quality of education has become a hotly debated issue.

The conflict over seniority dismissal essentially revolves around the concept of teacher evaluation, since the apparent alternative to seniority dismissal is some form of retention based on merit. There is a very real disagreement among educators, both in teaching and administration, over whether or not an evaluation system can be established which is uniform and fair. The question actually goes even deeper--assuming that an evaluation system could be devised, what would be evaluated? Is there a generally accepted definition of what constitutes good teaching? Do you judge a teacher on the basis of how much the

No such provision

Appropriates \$150,000 for 4 professional staff with clerical backup for program and budget

The House State Aids Bill passed in Appropriations committee on March 11. It is seen as an attempt to move in the direction of an excess-cost formula, borne out by the provision for payment of 10% of all salaries as additional overhead payment. The philosophy appears to be one that discourages total segregation of special education pupils and encourages the education of handicapped children with children who are not handicapped.

UPCOMING HEARINGS

Monday, March 15, 10 a.m., Room #15 Capitol, SF 1972 Due Process Bill, Senate Ed.

NEW BILLS OF INTEREST

SF 2386 Lewis, Conzemius Provides for proportional representation of women, minorities and the disabled in state employment. Ref. Gov. Op.

SF 2427 Humphrey Provides for establishment of a division in DPW to plan, develop and coordinate programs & services available to the physically handicapped, which division is to be a resource center for such handicapped. Ref. Gov. Op.

SF 2503 Milton, Lewis, Humphrey. Rel. to definition of "health care facility" for Certificate of Need Law. Excludes from definition day care facilities, residential facilities & foster care facilities licensed by commissioner of DPW & exempts expenditures for such facilities from review if under \$100,000. Provides that a determination of commissioner to license a residential facility is a finding that the facility is necessary & can be adequately staffed & operated & is binding relative to review of health care facilities. Ref. H, W & Correc.

HF 2565 Samuelson, Byrne, Wigley, Clark, Corbid Allocates fees for services collected by community mental health centers. Ref. Approp.

HF 2586 Pleasant, Hokanson, Knickerbocker, Kvam, Forsythe Creates a County Welfare Activity Coordinating Board composed of commissioners of Public Welfare, Employment Security, Education, Economic Development, Corrections & Health, the Chrmn, of the Governor's Citizens Council on Aging, & the Ex. Dir. of the Governor's Manpower Office. The Board is to plan for more effective use of personnel & funds of welfare & related service agencies. It is to initiate programs to provide clothing allowances, post-secondary education encouragement, continuing testing & screening of children, mandatory sr. citizens' centers providing specific services including funding of "meals on wheels", mandatory programs for mentally retarded & programs for day care facilities for children of AFDC families. Ref. H & W.

HF 2588 L. Carlson, L. Adams, Swanson, Dahl, Wigley Requires community health boards to provide services for the physically handicapped. Comp. SF 2356 Ref. H & W.

students learn, his techniques and approach, or how popular he is he is with students and parents? Might a teacher be a "good" teacher for one type of child, but not for another? The first necessity, then, for establishing an evaluation system is that the school district arrive at a general definition of what constitutes a good teacher. Some opponenets of merit evaluation feel that this first step is impossible, thereby negating any further efforts.

Others in education feel that competent teaching canbe generally defined, but that satisfactory evaluation is still very difficult to achieve. In all evaluation systems, the end result is a product of human judgment, thereby making it subject to abuse and error. It is argued that, at best, few building principals or other administrators are trained to conduct competent evaluations; and, at worst, the system will reward those who "play the game" the best and punish those who do not fit the prescribed mold, whether or not they are effective teachers.

A major argument for the seniority dismissal process is thus essentially a question of "What else is better?" Many teachers feel that while seniority dismissal has its defects, the alternative is worse. They do not feel that a fair system which released teachers receiving the poorest evaluations could be established, and they fear abuses and personality conflicts, all of which could have a severe impact on teacher morale and thus on the quality of teaching.

There are also positive factors favoring seniority dismissal. It is clean-cut and relatively easy to administer. Although education is not necessarily equivalent to industry, the seniority dismissal principle has been established for some time as a reasonably satisfactory and fair labor process.

The system rewards teachers who have devoted a longer period of time to their teaching careers. It is also argued that those teachers released are generally younger and more flexible, and can find new

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jobs more easily than an older teacher. It is easy to discuss merit evaluation and dismissals in theory, but even administrators feel very hesitant about the prospect of having to release someone who may have taught for many years.

There is no stigma attached to release under the seniority dismissal process, since it involves only a number of years of service, not a judgment that the person's teaching was inadequate.

Those opposed to seniority dismissal generally feel that the problems it causes are so serious that an alternative must be found. The most obvious effects result from the fact that seniority dismissal usually leads to release of a district's younger teachers. This produces an imbalance of age and experience on a teaching staff, and can affect coaching and other extracurricular positions, which are often staffed by younger teachers. Seniority dismissal can sometimes cause problems for specialized programs. In cases in which a program is built around a certain teacher, real damage can be done if the teacher is released, yet there may be no alternative.

Many opponents of seniority dismissal feel that it takes away the prerogative of the administration to evaluate its staff and to use the evaluative process to maintain the highest possible quality of teaching for the district. They feel that there are ways in which teachers could be fairly evaluated. Evaluation systems have been devised which are quite objective, such as detailed systems of factors to be considered which would then yield some form of composite rating. School principals and administrators are now more likely to be trained in personnel management and professional techniques, and could therefore do an acceptable job of evaluating their staff.

Persons advocating abolition of the seniority dismissal process feel that when school districts must release teachers, those released should be the least competent, and that these persons could be adequately identified. In the end, the question seems to be -- is the damage done by

parents/guardians object to any proposal of which they are notified, they shall have an opportunity to meet with appropriate district staff in one or more conciliation conferences.

Parents/guardians shall have an opportunity to obtain an informal due process hearing if after one or more conciliation conferences, the parent/guardian still has objections. At the option of the school board, the hearing shall take place before: 1) the school board; 2) its designee; 3) a person appointed by the commissioner. A resulting decision from any one of these three options is subject to review by the school board at its option. Within 5 days of such hearing, a written decision will be made by the person or persons conducting the hearing.

Any local decision issued pursuant to the above plan may be appealed to the commissioner within 15 days of receipt of the written local decision, by the parent or guardian or the school board. The commissioner's decision shall be final and must be issued within 30 days after receipt of the appeal.

Neither the state Dept. of Education nor any school district shall expend funds from state appropriations or local tax levies for the purpose of complying with the recently passed Public Law 94-142 (S 6) "Education for All Handicapped Children Act of 1975", except for those administrative requirements also contained in Minnesota laws and statutes.

GRANTS FOR RESIDENTIAL FACILITIES

SF 2303 which authorizes the commissioner of Public Welfare to make grants to non-profit organizations, municipalities or local units of government to provide up to 25% of construction or purchase costs for specialized treatment facilities for persons who are cerebral palsied or both cerebral palsied and mentally retarded (up to 1/5 may be used for equipment & costs of initial staff - no aid to be granted to a facility for more than 60 residents) was passed out of Health & Welfare committee and re-referred to Finance on March 5.

COMPARISON OF SENATE AND HOUSE SCHOOL AID BILLS

SF 1964

HF 1997

Provides uniform school age for all handicapped children. Effective 8-15-77.

No such provision

Requires uniform & itemized billing for special education of non-resident children.

No such provision

Retains 65% up to \$10,000 formula on current basis.

Changes formula to: a) 50 to 80% of salaries up to \$12,000 with actual percentage to be determined by approp; b) plus 10% of salaries for overhead; c) less (i) 25% of weighted formula allowance for children receiving special education 50 to 80% of time; (ii) 50% of weighted formula allowance for

the seniority dismissal process great enough to warrant switching to a system which might be abused, or at best, subjective and unfair, with a resultant loss of teachers who refused to play games?

Or, since there is certainly a wide range of teaching ability present on any staff, should the necessary release of teachers be used as an opportunity to release those who are least skilled, thereby upgrading the overall quality of teaching in the district?

Educators who feel that adequate evaluation is possible generally favor abolishing or reducing reliance on seniority, while those who are sceptical about the practical application of evaluation systems tend to prefer retaining the seniority dismissal process as the best possible alternative at present.

Beyond the theoretical arguments lie practical and political realities. Abolishing or greatly modifying the seniority dismissal process requires a change in state law. It may be that it is unrealistic to think of eliminating the system, since such a move would surely generate strong opposition. However, there may be ways in which a variation or compromise could be arrived at, incorporating some element of evaluation in combination with seniority.

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OPEN MEETING ON TEACHER COLLECTIVE BARGAINING

On Saturday, May 7, the public is invited to attend the forum "Is There A Role For The Citizen In Teacher Collective Bargaining?" The meeting is sponsored by the Minnesota League of Women Voters. Keynote speaker will be Dr. Charles Cheng, assistant professor at UCLA's Graduate School of Education and author of Altering Collective Bargaining: Citizen Participation in Educational Decision-Making. Dr. Cheng will provide a national overview of teacher bargaining and will discuss various ways in which community members can participate in the process.

Reacting to his remarks will be a panel including representatives from the Minnesota Education Association, Minnesota Federation of Teachers, Minnesota School Boards Association, Bureau of Mediation Services and a citizen representative.

In the afternoon, two legislators will offer their different views of pending legislation in teacher collective bargaining. Ample time has been set aside for questions and discussion from the audience.

The forum, to be held at the St. Paul Technical Vocational Institute on May 7, will begin at 9:00 am and last until 3:00 pm. Registration fee is \$2.50. Box lunches are available for \$2.25, or registrants may bring their own lunch. Reservations are requested by May 3.

Those wishing to attend the forum, or who have questions, should call the League office at 224-5445.

in what way does PELRA provide a process for improving the quality of education in Minnesota?

Are there ways in which PELRA has adversely affected the quality of education in Minnesota?

and Amendment of Continuing Contract Law (1977) (Seniority Layoff)

STBU What changes, if any, in the administration of school districts have resulted from enactment of PELRA? *Layoff of Administrators*

educ. Policy was helped or frustrated Administrative Work Load
Since PELRA has there been a change in the relationship between teachers and administration? How are those relationships different now?

STBU Have the relationships become more or less antagonistic?

Has one group become more or less powerful (more or less able to achieve its demands) in relation to the other? *Role Conflicts*

Ar A Has PELRA served to assist school districts and teachers reach agreement over contract disputes? In what ways? What processes are still lacking?

STBU *Do negotiated settlements consider the school districts' ability to pay (fiscal constraints) or are contracts determined only on their own merits?*
Do you go to mediation? Arbitration?

STBU In what ways has the collective bargaining process or settlement results been affected by the Minnesota School Finance law?

M Does the fact that school districts now have operating budget maximums alter the way in which school districts/ teachers bargain?

STBU *Uniform Financial Reporting System*
How will UFARS affect the collective bargaining process of school districts?

STBU *USB grievance*
Does the cost of arbitration or mediation sometimes prove a deterrent to parties seeking this type of help? At what point in the process would this be likely to occur? Under what circumstances? ~~xxxxxx~~ Under what conditions might you receive help from your state or ~~regional~~ national organization *(is it too expensive to go to court?)*

STBU Do these economic considerations detract from optimum functioning of PELRA? *Are there solutions to these problems?*

5 Do principals and administrators have a bargaining unit in this district?

5 How are their contracts arrived at? Are their salaries based on the teachers' salary schedule?

STBU *has your*
What processes have districts adopted to involve teachers in educational policy decisions? *To involve principals?*

STBU How do school districts/ teacher groups determine what is negotiable and which of those negotiable items they will try to actually negotiate?

UAr STBU Which items do school districts/ teacher groups feel ought to be negotiable?

u In what way are the needs and priorities of the consumers of education (students) given weight and consideration in the collective bargaining process? *Leagues (as Consumers) PTA*

STBU Will collective bargaining bring greater accountability of teachers or of school districts? *Leagues, PTA*

STBU Has there been any change in public awareness or involvement in school district since PELRA?

STBU Who represents the community (parents) in the bargaining process?

M Ar *Leagues PTA*
How responsive are school boards and teachers to public desires?

STBU *Leagues PTA*
How are community priorities and needs determined?

STBU Do parents feel their views are represented in the bargaining process? Should they be? How can they be *PTA Leagues*

STBU Ar' Do you find the present method of (Seniority) of placing persons on unrequested leave satisfactory?

What, if any, are its shortcomings?

What are its advantages?

What modifications would you recommend?

What are advantages and disadvantages of Teacher Termination by Arbitration?

Is there a negotiated method other than seniority for placing people on unrequested leave in your system or any other you know of? How is it working?

Superintendents

Teachers

Union

Administration

Arbitrators

SD State Department

Mediator

What are
(Advantages or Disadvantages of Teacher Termination
via Arbitration? Bill for MEAD)

Jack Paterbaugh

How questions work, How long it takes
How impact school board policies

TBHS What are advantages and disadvantages of lengthening
Principal the probationary period. Would a more intensive
evaluation system ensure high quality teachers

Only Did you ~~change your teaching style~~ because of probationary period? Did you feel that the evaluation had anything to do with whether you received tenure? Does it have any consequences?
In what ways are tenure laws necessary or advisable? For the provision of "quality education" why or why not? S B U T PTA

What if any objections do you have to the tenure/ continuing contract laws? S B U T PTA

What is the primary purpose of tenure laws? PTA

What, if any, modifications would you make in the tenure/continuing contract law PTA

Are civil rights and due process protections afforded by the courts adequate to protect teacher rights without a tenure law? If not why not? S B U T PTA

Can the safeguards provided by the current tenure laws be equally well provide by a master contract with a carefully drawn up grievance procedure with final appeal to arbitration? In such a situation, would the contract have to be expanded to cover more areas? What would be the benefits/ drawbacks of such an approach? S B U T Ar

Do tenure laws lead to professional stagnation or protection of incompetent teachers? Explain? PTA, League S B U T

S B U T How does your district evaluate its teachers? How often? By whom are they evaluated? Is the evaluation mandatory or voluntary? Set form if avail.
are Principals evaluated? How often? By Whom?

S B U T What impact does your evaluation have on professional growth?

S B U T Is your evaluation tool useful for determining professional competence? Could this tool be used for determining which teachers should be placed on unrequested leave? If not, why not?

Has your district ever released a ^{tenured} teacher? Under what circumstances? How Many

Has your district ever counseled out of teaching a tenured teacher? How Many

Has your district ever gone to court to release a tenured teacher for cause? How Many

Has your district ever failed to release a tenured teacher whom ~~they~~ you did not feel was doing an adequate job (by their district's standards) because of tenure protection? Why did your district not do so?

Does your district make judgments regarding its staff's professional competency

S B U T What measures have been taken to rid the profession of incompetent members?

S B U T Who should determine professional competence? League, PTA

S B U T How should professional competence be determined? League, PTA

Probation Questions

1973 PUBLIC EMPLOYMENT RELATIONS ACT
Minnesota Statutes 179.61 to 179.77

179.61 Purpose

... to promote orderly and constructive relationships between all public employers and their employees, subject however, to the paramount right of the citizens of this state to keep inviolate the guarantees for their health, education, safety and welfare. ... legislature has determined that overall policy may best be accomplished by;

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

179.63 Definitions

"Director" - director of mediation services established by 179.02

"Exclusive representative" - an employee organization which has been designated by a majority of those votes cast in the appropriate unit and has been certified pursuant to 179.67

"Teacher" - any person other than a superintendent or assistant superintendent employed by a school district in a position for which the person must be certificated by the state board of education;

"Principal and Assistant Principal" - any person so certificated who devotes more than 50% of his time to administrative duties.

"Appropriate unit" - unit of employees, excluding...principals and assistant principals, as determined pursuant to 179.71 (3) and in the case of school districts, the term means all the teachers in the district.

"Terms and conditions of employment" - the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational provisions of 179.66 regarding the rights of public employers and the scope of negotiations.

"Meet and confer" 179.65

Public employees who are professional employees (teachers are) have the right to meet and confer with public employers regarding policies and matters not included under 179.63

179.65(6)

...Principals and assistant principals may form their own organizations. An employer shall extend exclusive recognition to a representative of or an organization of principals and assistant principals for the purpose of negotiating terms or conditions of employment...

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TENURE AND COLLECTIVE BARGAINING IN EDUCATION: MINNESOTA'S LAWS

This is the first in a series of three Facts and Issues on Tenure and Collective Bargaining in Education. This issue on Minnesota's laws gives basic factual description and explanation of existing laws and how they operate. The second issue will examine the "educational establishment's" perception of these laws and of the strengths and weaknesses of the way they function. The third issue will look at some of the advantages and disadvantages of these laws and some possible modifications or alternatives to them.

COLLECTIVE BARGAINING AND MINNESOTA TEACHERS Background

Collective bargaining is a relatively recent concept in public employment, although it is a familiar process in private industry. Collective bargaining is described as group action concerned with reaching common points of agreement. Representatives of the employer and employees negotiate to determine terms and conditions of employment, which are then formalized in a written contract. Collective bargaining is also a structure for promoting conflict resolution. In Educators' Guide to Collective Negotiations it is said that, "... collective negotiation is not a game of winners or losers. It is, in fact, a construc-

tive relationship for mutual problem solving."¹

Traditionally it was assumed that government workers had no right to strike or bargain collectively since their employer was the public and they were providing an "essential" essential service. However, as the range of government jobs grew broader, the concept that civil service was basically different from private employment changed. In 1962 President Kennedy issued executive order #10988 providing encouragement for unionization and collective bargaining in the public sector. Public employee unionism has grown rapidly over the last decade and is now a significant factor in local, state and federal government operation.

Teachers, as public employees, have been a part of this growth in public employee unionism. For many years teachers belonged to professional associations, but teacher organizations which function in the same manner as unions are a relatively recent phenomenon. This change has had a significant, and often unsettling effect on school systems. As Herbert Marx's says, "The collective bargaining action of educators,,, has caused an almost total destruction of the past stereotype of the teacher as a genteel servant of the local board of education."² Increasing teacher militance has engendered reactions ranging from enthus-

lastic support to strong antagonism, and more often bewilderment. Where are those nice quite teachers who used to be interested mainly in events inside their own classrooms? How can members of a "profession" justify tactics used by industrial unions?

Several factors can be identified as contributing to the rise of teacher activism. School systems have changed significantly, becoming larger and often more impersonal in the relationships between administration and teachers. Increased public expectations have caused greater demands on school systems and educational spending at all levels of government has increased dramatically. Teachers are more highly trained as the requirements for certification have mandated more years of schooling and increasing amounts of post-graduate training. In the years following World War II when the demand for teachers was high and the economy was relatively stable teachers began to feel that their tenure protection did not help them obtain a fair income compared to others of comparable education in other sectors of the economy. In addition "teacher militancy seems to be related to the desire of teachers to have a more significant role in the operation of educational institutions."³

Minnesota teacher organizations have reflected a nationwide change from strictly "professional" associations with little, if any, group impact on wages and working conditions, to skilled bargaining agents for teachers in the state-mandated collective bargaining process.

The first labor relations law concerning Minnesota teachers was the 1957 "No Strike Law". This law prohibited all state and local public employees from striking and provided for adjustment panels to consider employee grievances.

In 1967 the legislature enacted the "Meet and Confer Law" which established a limited bargaining mechanism for teachers. The law provided that school boards must "meet and confer" with teachers in an effort to reach agreement on conditions of "professional service."

If agreement was not reached, an adjustment panel composed of three representatives (one chosen by the teachers, one chosen by the school board and a third chosen by mutual consent) was to act as mediator. If agreement could not be reached by the panel members, a fact-finding report was issued. These findings were only advisory and all final, binding decisions remained with the school boards.

Several problems which hindered satisfactory negotiations under this law included:

1) the method of determining ^{teacher} representation on the adjustment panel. Teacher organizations were

represented by a panel of five in proportion to the relative membership of the organization. This was said to lead to either the minority organization's representatives being ignored, or to sabotage of the majority group's efforts. Competition between the teacher organizations was seen as divisive and leading to increased militancy and antagonistic relationships.

2) Principals and other supervisory personnel were included in the teachers' bargaining unit, although they are more properly part of the management team, and their needs are not necessarily similar to those of teachers.

* 3) There was no provision for a formal statement of agreement at the end of the negotiations. Often no written record of what had been agreed upon during the bargaining process was kept. Disputes arose over what agreements meant, and in any event the agreements had no legal force; they were not binding.

* 4) Good faith bargaining was not required by law and each side accused the other of a lack of honest effort to reach agreement.

5) The question of which items are negotiable was not clearly defined by the law leading to disagreements over what is or is not an educational policy decision.

6) Teachers felt that the law still did not provide a satisfactory balance of power since the real power to make decisions

lay completely with the school boards.

The Public Employee Labor Relations Act (PELRA)

In 1973 the Public Employee Labor Relations Act was passed to give greater structure to public employee labor relations. PELRA made several substantial changes in the teacher-school board negotiating process. It provided for true collective bargaining, with the final settlement being a written contractual agreement approved by both sides. It established a Public Employee Relations (PER) Board and defined unfair labor practices.

Who Negotiated

School boards are obligated to meet and negotiate with the exclusive bargaining representatives of the district's teachers and with the bargaining representatives of the principals and/or administrators if they have formed bargaining unit(s).

The exclusive bargaining representative is chosen by secret ballot, the employee organization receiving a majority of votes in the certification election so designated. Once an organization is certified, another election may not be held for at least one year. Most teachers in Minnesota belong to one of two organizations -- the Minnesota Education Association (MEA) affiliated with the National Education Association (NEA) or the Minnesota Federation of Teachers (MFT), an affiliate of the American Federation of Teachers

(AFT), which is a member of the AFL-CIO.

The MEA is the older organization, and until recently was opposed to militant actions. However, as teacher activism increased, the approach of the MEA has become very similar to that of the MFT. In general the MEA is stronger in the metropolitan suburbs and outstate districts. The MFT is the bargaining agent for both Minneapolis and St. Paul and some of the larger suburban and outstate districts.

The exclusive bargaining agent represents all of the employees in the unit. For example, if the MEA affiliate wins the certification election in a district, it represents all of the teachers in the district regardless of whether they belong to the MEA.*

The teacher organization elected exclusive bargaining agent chooses its negotiating team, which may be a single member or committee of members, or may hire an outside person specifically to negotiate on its behalf. The school board negotiating^{team} may consist of board members or administrators or a professional negotiator hired to represent them.

What is Negotiable

What subjects may be discussed during bargaining and then included in the master contract? According to the law, public employers and the exclu-

* The law provides that the exclusive bargaining agent may collect a "fair share" fee for its services from non-members. This fee may be up to 85% of the regular (cont'd next page)

sive representative of public employees meet to enter "into an agreement with respect to terms and conditions of employment." Specifically this means the hours of employment, compensation including fringe benefits (but excluding retirement benefits), and "the employer's personnel policies affecting the working conditions of the employees." Specifically not negotiable are "matters of inherent managerial policy," including such things as overall budget, organizational structure, selection and direction and number of personnel. The^{law} specifically states that "educational policies of a school district" may not be considered as negotiable "conditions of employment." Educational policies must be discussed with teacher organization^s on a meet and confer basis at the request of the teacher organization, but are not negotiable in the contract talks.

The law also provides that a grievance procedure which includes binding arbitration must be part of the contract, but the details of this procedure are negotiable.

In spite of the law's attempt to clearly state what is and is not negotiable, there is much disagreement over what issues can be defined as "educational policies" and thus excluded from the bargaining table. It is generally agreed that the salary schedule, compensation for extra duties, sick leave and other such

membership dues. A number of grievances have been filed with the Director of Mediation Services challenging the assessments made by some bargaining agents, claiming that they have overcharged non-members for their services. To date no decision has been made on these challenges.

items are negotiable. But how, for example, is "hours of employment" to be defined? Clearly it means the length of the working day is negotiable, but does it also mean that the school year calendar is negotiable? Most disagreement centers around the definition of "working conditions." Where is the boundary between a teacher's working conditions and an educational policy decision? The issue of "class size" is a good example of this dilemma. Teacher organizations argue that the size of the classes they teach is a vital factor in their working conditions, since larger classes are often more difficult to handle and sometimes even dangerous (e.g. industrial arts). They argue that classes which are too large prevent them from utilizing their best professional skills even more than an antiquated building might.

On the other hand, school board members assert that the "teacher-pupil ratio" and thus class size, is a policy decision which must be made by the board. They want the district administration to retain its prerogative to adjust educational programs and curriculum without being locked into a set maximum class size. They also feel that ^{they} are responsible to the electorate to allocate financial resources as carefully as possible. Some see teacher interest in class size as a self-interested move to retain more jobs.

In general teachers believe that it is to their advantage to have as many issues as possible included in the master contract, thereby making them subject

to grievance procedures. As professionals, teachers believe that they have the competence and the right to be a part of the policy decision making process in their school districts. Conversely, school boards believe that they cannot abrogate their responsibility for making the policy decisions for their school districts.

As a practical fact then, in each individual district the answer to the question "what is negotiable?" is -- "whatever issues both sides are willing to bargain about."

The Negotiation Process (Refer to the flow chart above)

When the employee group is ready to officially begin negotiations, it formally notifies the school district. This usually takes place in March or April of the year in which the old contract is due to expire. According to PELRA teacher contracts cover two years beginning July 1 of each odd-numbered year. The duration of contracts with all other employee groups (including principals and administrators) can be negotiated, but cannot be longer than three years.

Before formal negotiations have begun both the school board and the employee organization have developed some negotiating goals and conveyed to their negotiating teams their strategies for the new contract. Each side prepares background material and proposals and agree on procedures.

each side agrees or both agree together?

The negotiators for both groups meet and attempt to reach agreement on the terms and conditions of employment for the coming years. These meetings are all considered open public meetings. If the Board and teachers fail to reach agreement, mediation is requested. Those meetings

are open unless the Director of Mediation Services closes them.

The Arbitration Process

In the event that a school board and an employee group come to an impasse in their negotiating processes, either party may request that the matter be settled via binding arbitration.

The PER Board is required to keep a list of trained arbitrators. When a dispute has been submitted to it, it provides the parties involved with a list of seven arbitrators. The parties alternately strike names from this list until three names remain (unless they have agreed to using only one arbitrator). A coin toss is used to determine who strikes the first name.

did we ever find out how? maybe practicing would be a better word

In reaching decisions, arbitrators confine their considerations to matters pertaining to "terms and conditions of employment" as defined in PELRA. The law also specifies that arbitrators must carefully consider the legal financial limitations pertaining to operating a school district as well as the legally defined management rights and obligations of school boards.

The arbitration panel conducts formal hearings, and may subpoena witnesses, administer oaths to witnesses and examine witnesses. The district court in the county has authority to help subpoena witnesses.

The arbitration panel must render its decision within 10 days of the beginning of the arbitration proceedings. The final ruling is determined by a majority vote of the three arbitrator panel. The panel then transmits its orders to the PER Board and to both parties involved in the dispute. The decision of the arbitrator(s) is con-

sidered binding, but the school board can choose not to accept it. At that point the employees may legally strike or they may continue to meet and negotiate with the school board. (School boards and employees may continue to meet and negotiate by themselves even during arbitration; or after ^{the} arbitration decision has been rendered, they may settle their own version of the final contract.)

Arbitration panel members are paid \$100 per day plus expenses, with both parties to the dispute sharing these costs.

PELRA and the Right to Strike

PELRA permits all school district employees except administrators (who are classified as "essential personnel") to take part in a strike if: 1) during negotiations the mediator declares an impasse and if the employee group requests binding arbitration and the school board rejects the request. 2) the school board rejects the arbitration panel's decision.

If an illegal strike occurs, an employee who does not report to work is presumed to be on strike.* The school board may terminate the contract of an illegal striker. It may rehire that person, but he/she will then be on probation for two years. Illegal strikers need not be compensated for days they were not working.

If an employee organization violates the strike laws, it loses its position as exclusive bargaining representative (for at least two years), and the school district need not automatically deduct its dues from paychecks of member employees.

*The employee has the right to appeal and prove he/she was not on strike. The district court has ultimate jurisdiction in this

Unfair Labor Practices

* One of the most important provisions of PELRA is the requirement that public employers and employees bargain "in good faith."* If a school board or employee group enters the negotiation proceedings with the statement (or intent) that their opening offer is their final one and they do not intend to move from that stated position, this is considered to be an example of "bad faith bargaining."

School boards may not prohibit or discriminate against employees joining an employee organization. Nor can they penalize any employee for exercising his/her legal rights, including the use of the grievance procedures. The school board cannot refuse employee organizations' requests to see budget, finance or revenue information on the district. Nor can it violate negotiating rules established through PELRA.

Employee organizations cannot coerce employees to join an organization or to vote for a particular organization for exclusive bargaining agent. It cannot call or abet in any way an illegal strike, nor can it refuse to comply with an arbitration decision.

* Good faith bargaining has come to be known by the term "Bulwarism" based on a New York court ruling.

MINNESOTA TENURE LAWS

Minnesota actually has two teacher "tenure" laws. The first was the Teacher Tenure Act (M.S. 125.17) for cities of the first class passed in 1927. The second, the Continuing Contract Law (M.S. 125.12) was passed in 1919 and applies to all school districts except Minneapolis, St. Paul and Duluth. (In the discussion that follows the general term tenure will refer to both the Teacher Tenure Act and Continuing Contract Law unless otherwise noted.) The basic intent and provisions of the laws are similar.

What does Tenure Mean?

Tenure means that once a teacher has satisfactorily completed a probationary period he/she cannot have his/her contract terminated, or even be demoted (i.e. reduced in rank or transferred to a position carrying a lower salary), except for certain causes specifically spelled out in the law and then only after a hearing.

Who is Covered by Tenure Laws?

Although the language differs slightly between the two laws, the term teacher applies to every person regularly employed who is required to hold a certificate from the state department of education. This includes not only classroom teachers, but principals, supervisors (consultants), superintendents, counselors, school librarians, school social workers, etc.

What is the Purpose of Tenure Laws?

Tenure was meant to make teachers feel secure in their jobs, because it was believed that teachers who were free from the anxiety of capricious dismissal would invest more

energy, education and effort in their profession than they would if their job rested solely with the discretion of an elected school board. Tenure was seen primarily as a method for the protection of society, as a means for insuring quality education. It was not seen primarily as an inherent right for the individual to a job, nor did it intend to "place unreasonable restrictions on the powers of school boards."⁴

Court decisions have stated the purpose of tenure laws in the following terms:

The purpose of the teacher tenure legislation is to protect the educational interests of the state by preventing arbitrary demotions and discharges which are unrelated to their ability.⁵

The purpose of teacher tenure laws is to promote the good order and the welfare of the state and school system by preventing removal of capable and experienced teachers by political or personal whim.⁶

The purpose of teacher tenure laws is to protect competent and worthy instructors and other members of the teaching profession against unjust dismissal of any kind -- political, religious or personal -- and to secure for them teaching conditions which will encourage their growth in the full practice of their profession, unharried by constant pressure and fear.⁷

Inherent in the tenure legislation is the policy that a school board is required to do more than simply appoint licensed instructors. The law demands that permanent appointments be made only if teachers are found suitable after a qualifying trial.

Imp The probationary period is the time during the first consecutive years of teaching in a school district in which the school system is to evaluate teaching performance and determine whether that teacher is competent to receive tenure (a permanent position) in the district. The length of this period varies from ^{seven} 7 months** (for teachers who have held tenure in one Minnesota district and are transferring to another Minnesota district outside 1st class cities) to about two and a half years in cities of the first class. Teachers beginning in non-first class city districts have one and a half year probationary period. 16

During this period school boards have wide discretion regarding whether or not to renew a teacher's contract. If a district decides not to renew a teacher's contract, that teacher must be notified in writing by April, and must be given a written statement of the reasons for his/her discharge.* A probationary teacher who is discharged in this manner cannot appeal this action unless there is some evidence of fraud, malice, or violation of his/her constitutional rights (such as free speech). A school district may not, however, dismiss a probationary teacher simply to avoid granting tenure.

How can a Tenured Teacher Be Released? *Imp*

A tenured teacher can be released only for specific causes enumerated in the law. (While grounds for dismissal and procedures for release of "tenured" or "continuing contract" teachers are basically the same, there are several technical differences which will be pointed out as applicable.)

* Under M.S. 125.17 (1st class cities) causes for the dismissal of probationary teachers are the same as for tenured teachers. The difference is that school boards do not have to prove those causes at a hearing as they do in the case of a "tenured" teacher. Under M.S. 125.12 (continuing contract) a statement of reasons for dismissal is given only at the teacher's request along with a statement that adequate supervision was furnished and the nature and extent of that supervision. Courts have not upheld a probationary teacher's right to attack the quality or quantity of that supervision. (Pearson v. Independent School District #716, 290 Minn. 400, 188 N.W.2d 776 (1971))

** Technically the law states the first year of employment, but because it specifies that a decision not to renew must be received by the teacher by April 1, the district in fact has only seven months in which to evaluate that teacher's performance. Likewise for the 2 year and 3 year periods.

Grounds for Dismissal - ^{empt}

A teacher may be immediately discharged for any of the following reasons after a hearing:

1st Class Cities

All Others

- * immoral character, conduct unbecoming a teacher, or insubordination
- * failure without justifiable cause to teach without first securing the written release of the school board
- * affliction with active tuberculosis or other communicable disease (a cause for removal or suspension while teacher is suffering such a disability)
- * discontinuance of position or lack of pupils
- * inefficiency in teaching or in the management of a school*
- * immoral conduct, insubordination or conviction of a felony, or conduct unbecoming a teacher which requires the immediate removal of a teacher from his classroom or other duties
- * failure without justifiable cause to teach without first securing the written release of the school board
- * continuing physical or mental disability subsequent to a 12 month's leave of absence and inability to qualify after that time
- * Willful neglect of duty or gross inefficiency which the teacher has failed to correct after reasonable written notice

In addition there are grounds which do not require immediate discharge of a teacher, but which may serve to terminate his/her contract at the close of the school year. In Continuing Contract districts these grounds include: a) inefficiency, b) neglect of duty or persistent violation of school laws, rules regulations or directives, c) conduct unbecoming a teacher which materially impairs his/her educational effectiveness or d) other good and sufficient grounds rendering the teacher unfit to perform his/her duties.

Many of these terms are very broad and there are no precise legal definitions of their meaning. However there are guidelines which have given some common meaning to many of these terms. Incompetency or inefficiency is a ^{clear} ~~class~~ lack of knowledge required to be taught to students or an inability of a teacher to impart such knowledge effectively to

*A teacher can be discharged for this reason only during the school year and then only if the charges are filed at least four months before the close of the school sessions for that school year.

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students.⁸ It may also include failure to maintain discipline or physical mistreatment of students. Unprofessional conduct is widely interpreted and determined in large measure by its impact on the school. It includes violation of rules or ethical code of the teaching profession. Such conduct does not necessarily have to be in front of the students. Insubordination is a constant or continuing intentional refusal to obey a direct or implied order, reasonable in nature and given by proper authority.

The Continuing Contract Law is very specific regarding the procedures a district must follow to discharge a teacher because of physical or mental disability when the teacher refuses to consent. Suspension can come only after the teacher has been examined by a qualified doctor (at the school board's expense). The examining physician must be the teacher's choice from a list of three provided by the school board. If the teacher fails to submit to an examination, the board may discharge him/her. In the case of mental illness, if the examining physician's statement is unacceptable to the teacher or board, a panel of three physicians or psychiatrists selected, one by the teacher, one by the board and one by the other two doctors examine the teacher. If the teacher is found to have a disability he/she is suspended for 12 months, and may ^{then} ~~ten~~ be reinstated upon evidence of sufficient recovery from a physician. If the teacher does not qualify for reinstatement after 12 months he/she may be discharged.

Procedures for Dismissal

Once a school board has determined that it believes one of its teachers should be released based on one of the grounds listed above, it must follow rigorously certain procedures in order to

dismiss that teacher. This due process was written into the law for the protection of the teacher. In the past many cases brought against teachers were dismissed because proper procedures had not been followed. This happens less frequently now as school boards and administrators have become more familiar with these requirements. All procedures must be completed by April 1 or the contract will be automatically renewed.

Charges against the teacher must be made in writing and filed with the clerk of the school board. In 1st class cities the school board may disregard charges brought by a person outside the school system if it chooses to.

Notice to Teacher -In continuing contract districts, the teacher must be given written notice of the specific items of complaint and a reasonable time within which to remedy them. If after this reasonable time the complaint charges have not been remedied, the teacher must be given written notification that his ^{teacher's} contract is being terminated, ~~and~~ the grounds for the proposed termination in reasonable detail, and a statement that the teacher may make a written request for a hearing. ^{The teacher must request a hearing within 14 days.} In first class cities teachers must have notice in writing of a proposed dismissal at least 10 days prior to a hearing for dismissal.

Hearings for Dismissal

Teachers must be given reasonable time to prepare for a hearing. This hearing shall be public or private at the discretion of the teacher. Each party has a right to counsel and to subpoena, examine and cross-examine witnesses. Written transcripts of the hearing ^{are must} ~~be~~ be made available to either party.

Evidence at the hearing must be substantial and competent (no hearsay)

This means that testimony of witnesses must be based on what they ^{have actually} ~~observed~~ and not what they have heard from others. Witnesses must be competent to judge what they are testifying about. For example a principal may or may not be competent to testify about the musical ability of the band director, but

would be competent to testify about sound educational policy and teaching practice. Many courts now accept superintendents as expert witnesses when making judgments regarding a teacher's competence in educational practice. 20

For example, if a district wished to prove a teacher guilty of insubordination they would have to show: 1) That the conduct had actually occurred, 2) That a school rule against that conduct existed, 3) That the conduct of the teacher violated the rule, 4) That the teacher made no attempt to comply with the rule, 5) that the teacher's motives were not admirable in breaking the rule, 6) that harm actually resulted from violation of the rule; 7) that the rule was reasonable, 8) that the rule was within the authority of its maker, 9) that enforcement of the rule was not discriminatory or biased, and 10) that it did not violate the first amendment of the Constitution.

The Decision

If the decision is against the teacher the decision must be given in writing, stating the grounds on which that decision is based (including the findings of fact based on evidence in the record) within a specific period of time. In any case notification of termination must be no later than April 1. Termination of a contract is by majority vote of all the members of the school board. If the decision is in favor of the teacher this decision is entered in the minutes of the school board and all references to the charges and hearing are excluded from the teacher's file.

Judicial Review

The district court may review the decision of the board only to determine whether the decision was based on substantial and competent evidence and whether proper procedures were followed. The court cannot hear new evidence.

Seniority and Unrequested Leave

Until M.S. 125.17 and M.S. 125.12 were modified in 1974 there were no "seniority" rights granted by tenure laws. Court decisions had upheld the right of school boards to determine their own criteria and use their own discretion in determining which tenured teachers would be released because of lack of pupils or discontinuance of positions. While the law has always been clear that all probationary teachers must be released before

any tenured teacher qualified to hold that position ^{can} ~~could~~ be terminated, 21
it has been only recently that the law spelled out in detail how reductions
in the tenured teaching force are to be made.

In cities of the first class "any teacher whose services are terminated
on account of discontinuance of position or lack of pupils shall receive
first consideration for other positions in the district for which ^{her} she is
qualified. In the event it becomes necessary to discontinue one or more po-
sitions, in making such discontinuance, teachers shall be discontinued in any
department in the inverse order in which they were employed."

In other Minnesota districts teachers' contracts are not immediately
terminated because of discontinuance of positions; instead teachers are
placed on "unrequested leave" (without pay or fringe benefits). The sig-
nificance of this unrequested leave status is that these teachers are to
be reinstated to the positions from which they have been given leaves of
absence or, if ~~not available~~ ^{abolished}, to other available positions in the school
district in fields in which they are certified, in order of seniority for
up to two years.

Unless a school district negotiates a different method with its teachers,
in its master contract, a district must observe the following procedures for
determining which teachers are placed on unrequested leave and for which
teachers are to be rehired as positions become available:

- 1) All probationary teachers must be placed on unrequested leave before
any continuing contract teacher certified in that area can be placed on
unrequested leave. No new teacher may be appointed while a properly cer-
tified teacher on unrequested leave is available to fill the vacancy. When
positions become available in the district the teacher on unrequested leave
with the highest seniority who is certified in that field must be offered that
position. If that teacher fails to notify the district within 30 days that
he ^{she} will accept that vacancy, then the teacher on unrequested leave with the
next highest seniority certified in that field will be offered the job. That
person then has 30 days in which to reply, etc.
- 01

2) Probationary teachers may be placed on unrequested leave in inverse order of their employment.

3) Continuing Contract teachers shall be placed on unrequested leave in fields in which they are certified in ~~the~~ ^{hiring or} inverse order of which ~~they were~~ ^{employment} ~~employed~~ by the school district. These teachers shall be reinstated to the positions from which they have been terminated or, ~~if not available~~ ^{if abolished}, to other available positions in fields in which they are certified in the order of seniority. A key distinction in this language is certified. Many teachers are certified in fields in which they have not taught, or have not taught recently. If for example, three math positions were to be cut, the three math teachers with lowest seniority would lose their positions in the math department. Suppose those teachers were Mr Jones with ^{five} 5 years of teaching in the district, Mrs. Smith with ^{four} 4 years and Mrs. Johnson with ^{four} 4 years. If Mrs. Smith also happened to be certified in art (regardless of whether she had ever taught it) she could move to the art department and replace Mr. Nelson who had taught art in the district for three years. Suppose that during the year that Mr. Jones was on unrequested leave he went back to school and received certification in Special Learning and Behavior Problems (SLBP). He would then be rehired over Miss Olsen the following year who had been teaching SLBP classes for 4 years.

4) Teachers being placed on unrequested leave have all the procedural right guaranteed in the dismissal process. A district must grant ^a hearings to each teacher requesting one and complete the hearing process before April 1 regardless of the number of teachers ^{it is} ~~they are~~ dismissing. This means that placement of 35 teachers on unrequested leaves must begin soon enough to complete all 35 hearings before that deadline.

5) Teachers on unrequested leave have the right to unemployment compensation if otherwise eligible. They may take any other teaching or non-teaching job while on unrequested leave without jeopardizing their right to be recalled as positions become available. They do not lose credit for previous years of teaching experience or other continuing contractual rights.

6) The only exception to seniority in the reduction of a district's teaching force is if it would place that district in violation of its affirmative action program.* In that case the district may retain the probationary teacher (remember teacher in this sense also means principals, administrators, etc.) or teacher with less seniority.

7) Where teachers have equal seniority the determination of who will be placed on unrequested leave is negotiable. The Attorney General's office has ruled that seniority is based on the date on which that teacher began employment and not on the date on which he/she signed the contract. Thus all teachers who began teaching in the district on September 2, 1972 would have equal seniority. Some districts have chosen to use contract signature date or personnel file number in determining seniority rank, but this is not required by law.

It should be noted that seniority is not the same as number of years of teaching experience. A teacher who taught in a district for five years and resigned rather than taking a leave of absence, then taught for two years after returning to the district would have only two years seniority, as would a teacher who had taught for eleven years in one district and only two years in his/her new district. It should also be noted that seniority is based on when the teacher was first employed by the district. Therefore a teacher who had taught half time as a reading tutor for four years would have greater seniority than a classroom teacher who had taught full time for three years.

* This provision is in the Continuing Contract Law (M.S.125.12) only. St. Paul's school district is now in court challenging the retaining of less senior teachers on the basis of affirmative action programs since this is not written into M.S. 125.17, which governs first class cities.

FOOTNOTES

1. Educator's Guide to Collective Negotiations
2. Herbert L. Marx, Jr., ed., Collective Bargaining for Public Employees vol. 41 #5, (New York: H.W. Wilson Company, 1969), p. 62.
3. Stephen Knezevich, Administration of Public Education, (New York: Harper and Row, 1975), p.478.
4. Foesch v. Independent School District #646, 1974, 300 Minn 478, 223 N W 2d 371.
5. Perry v. Independent School Distirct #696 299 Minn N W 2d 212.
6. Ehret v. Kulpmont School District 333 Pa 518, 5A 2d 188
7. Million v. Voard of Education 181, Kan 230, 310, p 2d 917.
8. American Jurisprudence 2d Vol 68, pp. 152ff.