

MEMORANDUM OF AGREEMENT
BETWEEN
THE MINNEAPOLIS FEDERATION OF TEACHERS LOCAL 59
AND
MINNEAPOLIS PUBLIC SCHOOLS

For the 2009-2010 school year this agreement will give schools and programs the ability to interview and select teachers from a list of interested candidates that include the five (5) most senior applicants along with five (5) other internal teachers who have signed up on-line and expressed an interest in vacancies at specific locations. This will affect staffing for the 2010-11 school year.

Elimination of Realignment

There will be no realignment of teachers.

Internal canvassing for vacancy

Teachers at sites are canvassed for interest in reassignment to any vacancy at the site; principal may select a site teacher.

Site Interview Team

1. The principal and union steward will work together to solicit staff volunteers to establish a site interview pool.
2. All staff and administrators who are part of the interview pool shall participate in the required Human Resources training session unless previously trained on the interview process.
3. If members are not able to participate in an in-person training, a module will be available on the HR web site for administrators and teachers.
4. It is strongly encouraged that at least one member of the interview team is a staff from the licensure/subject area in which the vacancy is being filled.
5. Each site interview team shall include at least one administrator and two teachers from the site interview pool and will be selected by the principal. The interview questions and rubric shall align with the job posting.
6. HR will randomly monitor interviews to ensure the process is being followed and give feedback on process. Union stewards may sit in on any interviews at their site.
7. HR in collaboration with MFT will provide assistance with interviewing skills, preparing resume and portfolio development.
8. If the principal is not available for the entire interview process, he/she will delegate their decision making authority to the team.

Rules for the Transfer Process

1. Teachers must hold the proper license(s) listed for the position in order to be eligible to apply for that position.
2. Once the I&S process begins, all licensed staff seeking a new position must go online and apply for specific positions at designated sites.
3. Licensed staff must hold the appropriate valid license through the school year for which they are applying in order to be considered for positions.

4. Teachers shall submit a resume using the standard resume format when applying for positions.
5. Transfers shall take place over two I&S transfer rounds.
6. The schedule for postings, interviews and transfers will be reviewed at contract administration.
7. All licensed staff will be notified of the opening of each transfer round via email. Teachers may seek an interview for any number of positions each round. A teacher who accepts a position in the first round may participate in the second round and accept a new position. Teachers are limited to two moves throughout the transfer process.
8. District-wide postings include a specific job description, grade level, and any specific requirements for the position and/or interview.
9. Candidates shall go online to upload their resume and sign up for interviews for positions by the designated time.
10. A defined interview period will be designated for each I & S cycle.
11. When teachers are invited to interview for a position, they must confirm or decline their intent to participate in the interview process. No response within the specified time in the posting will be considered a decline.
12. All offers will be held until a designated time. On that date, offers will be emailed from the posting system informing the number one (1) candidate of the job offer.
13. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.
14. Licensed staff seeking a transfer may choose to accept a new position of less than their current FTE, but should be aware that this is considered a voluntary demotion and the district is not obligated to find them more time to bring them back to their current FTE.
15. Licensed staff can continue to seek other positions to add to their current FTE.
16. If a licensed staff is partially excessed from their position and has lost some of their FTE at their current site, they may:
 - Keep their position at the reduced time and seek to add other position(s) to increase their time, or
 - Apply for a different job that brings them back to their previous FTE to replace the reduced one.
17. Excessed licensed staff may select a reduced position without voluntarily demoting and continue to add to their assignment in order to make their assignment whole.
18. If partially excessed staff has not secured their full FTE through the voluntary transfer process, they can choose to either keep their partial assignment as a demotion or participate in the matching session.

Matching Session

1. Excessed teachers who were unable to secure a position through the transfer process or did not participate in the transfer process must participate in the matching session.
2. The matching session may take place over a period of several days.
3. The top five (5) most senior candidates will interview for open positions. Sites may continue to interview less senior excessed candidates if a match is not made with one

of the top five (5) senior candidates. At any time after interviewing the top five most senior candidates, the site may make a selection.

4. After the matching session is completed, teachers not selected will be placed by the placement committee in seniority order into vacant positions as long as they meet the minimum qualifications – i.e. language fluency, Montessori certification, ACTFL certification, licensure.
5. Teachers securing a position through the transfer process (including the matching session and the excess placement process) will own the position. The only exception will be if the position filled belongs to a teacher on LOA. If the teacher on leave does not return, the teacher in the position will own it.

Priority Recall

The following sites will have priority recall:

- Autism
- Montessori
- Immersion
- Native and Heritage Language Literacy

Layoff and Recall

1. If after excess placement there are still teachers without an assignment, bumping and layoff will occur in order of seniority. Teachers in designated sites listed under Priority Recall will be subject to immediate recall.
2. All rights of recall will terminate upon the earlier of failure to respond within five (5) days of postmark or 24 hours after being reached by phone.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2009-2010 contract agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed. Items not addressed in this MOA shall revert to the provisions of the collective bargaining agreement.

This Memorandum of Agreement expires on July 31, 2010.

For the District:

By: [Signature]

Its: Chief of HR

Date: 4/6/10

For the Union:

[Signature]
President

4/6/10