

ESP- Memorandum of Agreement

March 25, 2022

MEMORANDUM OF AGREEMENT between the Minneapolis Public Schools, Special School District No. 1 (District) and Minneapolis Federation of Teachers and Educational Support Professionals (MFT/ESP) regarding Return-to-Work following the Strike that commenced on March 8, 2022. The parties agree as follows:

Suspension of the Strike: Now that the parties have reached a new collective bargaining agreement subject to ratification by the MFT/ESP membership and the District's Board, this Strike Settlement Agreement is intended to resolve all outstanding disputes between the parties that have arisen and could arise out of or relate to the parties' collective bargaining that began in 2021, and the strike that began on March 8, 2022.

Upon suspension of the strike by the MFT/ESP Executive Board pending employee ratification, all striking employees shall return to work on March 28, 2022, in their former positions with no further reduction of hours or days of employment.

WHEREAS, the MFT ESP will have been on strike for fourteen school days;

WHEREAS, Minn. Stat. §120A.41 sets the required length of the school year for students as well as the required hours of instruction for students;

WHEREAS, due to the days and instructional hours lost due to the union strike, Minn. Stat. §120A.41 requires that the District make up school days and hours of instruction;

NOW THEREFORE, be it resolved that the parties agree to the following terms:

1. ESPs will return to work on Monday, March 28, 2022.
2. Transition Day – Monday, March 28, 2022 There will be one non-student contact day for striking employees to transition back to work. Principals will have up to two (2) hours to meet with ESPs during this day.
3. MFT ESP will be given access to at least (4) four District sites: Davis Ctr, Roosevelt, Justice Page, Edison on March 26th for the purpose of conducting member information sessions regarding the tentative agreement, and voting.

4. Starting April 11, the school day will be extended by forty two (42) minutes each student contact day for all grades and each class period will be equally extended. ESP will work an additional forty five (45) minutes at their hourly rate of pay. These hours will be benefit eligible.
5. ESP Chapter members of MFT will receive the agreed upon \$3,000 one-time payment for the 2021-22 school year on April 8, 2022.
6. The last day of instruction for students PK-12 and the last duty day for ESPs will be Friday, June 25, 2022.
7. School will be held on Friday, April 1 and it will be a duty day for ESPs.
8. Spring break will remain as scheduled from April 4 - 8, 2022 without student contact time with the exception of spring break academy.
9. June 20, 2022 will be a paid holiday for Juneteenth.
10. The parties agree that the strike does not constitute a break in service for purposes of any benefits eligibility or seniority.
11. The parties agree that any individual who was on a leave at the commencement of the strike will be deemed to have remained eligible for the duration of their leave during the (14) fourteen days of the strike.
12. Days spent on strike will not be considered duty days for purposes of grievance timelines.
13. The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against certified bargaining unit members as a result of participation in or supporting the parties' collective bargaining, impasse procedures, the strike, and/or other concerted activities leading up to and during the strike. Disciplinary actions unrelated to the strike will continue.
14. The District agrees to report to PERA that employees were on strike and the length of the strike. PERA members have the option to purchase service credit at their sole expense.

To the extent that this MOA is a deviation from the terms of the collective bargaining agreement between the District and the Union, it shall not form the basis for any precedent or past practice.

This Memorandum of Agreement expires on July 1, 2022.



**MFT / ESP Chapter Comprehensive Proposal
Friday, March 25, 2022**

WAGE AND CLASSIFICATION CHART

Groups		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Group A	Year 1	27.33	28.20	29.08	29.91	30.82	32.64
	Year 2	28.42	29.33	30.24	31.11	32.05	33.94
<ul style="list-style-type: none"> • School Success Program Assistant • ESP Resident 							
Group B	Year 1	24.43	25.03	25.66	26.30	26.95	28.48
	Year 2	25.41	26.03	26.68	27.35	28.02	29.61
<ul style="list-style-type: none"> • Avid Assistant, Lead • Avid Assistant • Educational Sign Language Interpreter • Intervener • Occupational Therapy Assistant • Physical Therapy Assistant • Site Coordinator, Gear Up 							
Group C	Year 1	21.87	22.59	23.35	24.14	24.88	26.05
	Year 2	23.91	24.51	25.12	25.75	26.39	27.07
<ul style="list-style-type: none"> • Associate Educator • Special Education Assistant • Bilingual Program Assistant • Education Assistant • Family and Community Liaison • Family Learning Child Care Worker 							
Group D	Year 1	16.69	17.38	18.04	18.77	19.39	20.29
	Year 2	18.02	18.77	19.48	20.27	20.94	21.92
<ul style="list-style-type: none"> • Mpls Kids Child Care Assistant • Family Learn. Ass't Child Care Worker • Family Learning Child Care Helper 							

ESP will stay on their current step on the new pay schedule.

CONTRACT SUMMARY

ESP Classifications Consolidation

MFT-ESP have had 18 positions, and our Union has bargained for multiple cycles trying to get them into four (4) bands of classifications with the same pay rates. This has now been achieved, and raised pay rates for multiple classifications.

Step Movement

No step movement in year 1 or year 2. Our Union, MFT-ESP, used available money to significantly increase the ESP wage scale. For example, a step 1 SEA makes more in year 1 under our Union's agreed upon plan with no step movement, than they would under the district plan with 2 steps movements in 2 years.

One-Time Lump Sum Payments

A one-time only \$6000-bonus split over two (2) years of the contract payable in two (2) \$3000 installments: the first payment in year 1 of the contract will come with our upcoming **April 8 2022, paycheck**, and the second payment will be in year 2.

One-Time Longevity Payment

A one-time only \$1,000 lump sum for every ESP who has ten (10) or more years of service.

Retro Pay

All ESP will receive retroactive pay for all hours worked starting November 1, 2021 in the first year of the contract. This will be effective through to the ratification of this Tentative Agreement.

All Professional Development Hours Benefitted

All hours worked above regularly assigned contractual hours on professional development days accrue vacation and sick time.

Rates of Pay for ESP Developing Professional Development

Updates the pay scale for ESP who facilitate PD, which has remained stagnant for years.

ESP Staff Development (site based) - Base rate of pay + \$2.50

ESP Staff Development (district – Base rate of pay + \$2.50

Juneteenth Paid Holiday

Adds Juneteenth as a paid holiday for those scheduled to work.

Professional Development/Teacher Collaboration Time MOA for 2022-2023 School Year

In the second year of the contract, 2022-2023 school year, there will be a one-time increase of four (4) additional PD/Collaboration days and another four-hour PD day. This will bring the PD total to eight (8) days and four (4) hours. PD days must be provided in minimum 6-hour days.

Additional Hours MOA

Every ESP will be offered the opportunity to voluntarily pick up five (5) hours a week to be added to their regular 2022-2023 school year hours through special education bus aide hours, transportation support, and other hours as determined by the school principal or supervisor. These hours will expire at the end of the 2022-2023, and will be subject to further negotiations.

Salary To Wages

Contract article has been changed from salaries to wages to reflect that ESP are hourly employees under federal and state law.

Life Insurance

Increases life insurance coverage from \$35,000 to \$45,000, supplemental coverage from \$100,000 to \$250,000.

Domestic Partners Benefit Eligibility

Establishes that Domestic Partners are eligible for dependent coverage of benefit eligible ESP.

Couples Premium Benefit Eligibility

Re-establishes for only those who previously held the benefit that couples receive both family contributions towards health insurance effectively making family coverage free.

Health Insurance Language Change

Takes out language establishing the start date of a provision that is now established. This modification makes no material change to the contract.

Sick Leave Pool Partial Amnesty MOA

Allows individual ESP to join the Sick Leave Pool at 50% the regular cost, two (2) hours per year of service.

Severance Language Clean Up For Sick Leave Cash Out

Deletes the language that the district waives the 300-hour sick leave accrual minimum eligibility requirement for sick leave cash out. This change makes no material change to the contract.

Personal Property Reimbursements

Increases reimbursement from \$350 to \$750 for soiled, damaged, or destroyed personal property.

Damage To Vehicle Reimbursements

Increases reimbursement from \$500 to \$1,000 for damage or destruction of personal motor vehicles, and expands the benefit to include other forms of personal transportation.

Personal Injury Reimbursements

Broadens the qualifying events for medical expenses, and Loss of Time benefit beyond assault to include other conflicts and/or incidents with an individual.

Summer School

Instead of being paid at step 1 wages for summer school work outside an ESP's regular job classification, ESP who work summer school outside their classification will be paid the rate closest to their current step without going under their current rate of pay.

Deferred Compensation Match

Increases Deferred Compensation match from \$450 to \$1,250 for employees participating in a deferred compensation plan, effective in 2023.

Associate Educator Seniority and Placement Rights

Grants seniority rights and placement rights to Associate Educators. This will allow contractual protection and Union support to AEs if they are subject to excess.

Non-Discrimination

Adds gender identity and mental disability as protected classes under the Non-Discrimination Article. Also, specifies that any form on which the District requires gender designation will allow options for female, male, non-binary, or other designations.

Anti-Bias Anti-Racist (ABAR) Staff Development And Support Council

Established first time ever contract language to provide for the ABAR Development and Support Council comprised of members from Local 59 MFT-ESP, Local 59 MFT- Teachers and MPS. The purpose is to provide professional development and support for current and future educational staff, committed to reducing inequitable practices. Two (2) Full-time ESP mentors will be hired with MFT ESP and Teacher input into the hiring process.

Best Practices MOA

Continues the Best Practices MOA, adding "Site Based Meeting" planning dates for implementation of union/administration meetings, and "Due Process" as categories for discussion, including defining current contract language for "just cause," and "progressive discipline."

Site-Based Meetings

Establishes contractual language for all new Site-Based Meetings twice a year, or more, between union representatives and site administration to address site-specific issues. Also, provides a MOA to create a structure for content of these meetings, including but not limited to breaks, work above classification, and skillset of ESP bilingual / multilingual staff.

CONTRACT LANGUAGE AND MEMORANDUM OF UNDERSTANDING (MOA)

KEY

- **Underline** = indicates NEW Contract language.
- **Strike Out** = indicates Deleted Contract language.
- **“Tentative Agreement”** = Contract and Memorandum Of Agreement (MOA) language that has been provisionally agreed to by our Union, MFT-ESP, and the District. Our ESP colleagues must vote to ratify – agree - to the Tentative Agreement. The school board must vote to do the same. Once the contract becomes ratified by both sides, it becomes effective.
- **“Memorandum Of Agreement” (MOA)** = A legally binding and enforceable agreement between MFT-ESP and the District, which expires after a specified time. All provisions must then be negotiated for future contract language or MOAs.
- **“Contract”** = Known officially as a *Collective Bargaining Agreement* (CBA), our contract is a legally binding and enforceable agreement between MFT-ESP and the District. Its provisions have no expiration date, and unless specified all provisions remain in effect until a new CBA, or contract, is negotiated and ratified.

Proposal 5 / Article 6 / Non-Benefits Hours – TENTATIVE AGREEMENT

All hours worked for a required professional development, training, or orientation will accumulate vacation and sick time.

Proposal 8 / Article 6 / Staff Development Presenting Rates of Pay – TENTATIVE AGREEMENT

EA Staff Development Presenting/Prep (Site Based) \$22.42

Hourly Leadership Rate/Prep (District Wide) \$27.52

ESP Staff Development Presenting/Prep (Site Based) = Base rate of pay + \$2.50 per hour
Hourly Leadership Rate/Prep(District Wide) = Base rate of pay + \$2.50 per hou

Proposal 14 / Article 18 / Summer School – TENTATIVE AGREEMENT

Article 18.5 **Pay Rate:** The pay rate for employees hired out of classification from Summer School session shall be the first step of the classification for which they are hired-rate of pay closest to their current step without going under their current rate of pay.

Proposal 15 / Article 8 / Holidays – TENTATIVE AGREEMENT

Article 8 Holidays 8.1 [Add to the list of paid holidays] Juneteenth.

Proposals 16/ Article 14.4 / Health Coverage – TENTATIVE AGREEMENT

~~Through December 31st, 2019: An Educational Support Professional may enroll in either employee (single) or dependent (family) coverage through the group health plan coverage.~~

Proposal 21/ Article 14.4.7 / Couples Premium – TENTATIVE AGREEMENT

14.4.7 Couples Premium: When two (2) insurance-eligible employees of the District are married or domestic partners, the District shall contribute the combined amounts for dependent coverage not to exceed the total premium cost of dependent coverage.

Proposal 22/ Article 14.4.8 / Domestic Partners - TENTATIVE AGREEMENT

Domestic Partners are considered eligible for dependent coverage for benefit eligible ESP.

Proposals 25 / Article 21 / Severance - TENTATIVE AGREEMENT

~~21.1 Effective July 1, 2003, the District waives the three hundred (300) hour sick leave accrual minimum eligibility requirement.~~

Proposal 27 / Article 14 / Retirement Match – TENTATIVE AGREEMENT

14.9.5 Match Requirements:

~~A. **Match Amount:** The District will pay an annual match payment of up to \$650.00 for employees participating in the Municipal Employee Retirement Fund (MERF) and up to \$425 for employees participating in the Public Employees Retirement Association (PERA).~~

The District will pay an annual match payment of up to \$1,250 for employees participating in a deferred compensation plan, as outlined in Article 14.9.4.

B. Payments: The District will match any amount of employee contributions up to the match as noted in 14.10.2a above. ~~Beginning January 1, 2006, Tax- deferred savings~~

plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.

C. Deferred Amounts: Only deductions that employees defer during the match period shall be matched by the District.

D. Employee Requirements: The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

Proposals 30-31 / Article 14 / Life Insurance - TENTATIVE AGREEMENT

Article 14.6 - Life Insurance

14.6.1 Basic Life Insurance: Insurance eligible Educational Support Professionals are automatically enrolled for ~~\$35,000~~ \$45,000 (plus Accidental Death and Dismemberment \$20,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

14.6.2 Optional Life Insurance: Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to ~~\$100,000~~ \$250,000 in coverage, under such conditions and at rates as specified and calculated by the carrier, provided the carrier agrees to underwrite added coverage. ~~The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first thirty (30) days of employment.~~

14.6.3 Possible Taxable Benefit: Employees should be aware that IRS rules may make additional life insurance a taxable benefit. Employees should check with their tax advisor.

Proposal 32/ Article 15 / ESP/Teacher Collaboration MOA – TENTATIVE AGREEMENT

Add four new 6-hour PD/Collaboration days plus a 5th 4-hour day, with pay for SY23. Two at the start of the school year, two aligned to mid-year teacher PD days and one tentatively on a teacher record keeping day.

As such, Educational Support Professionals will be provided no fewer than four (4) days of paid professional development annually. A day shall consist of at least six (6) hours. Effective July 1, 2020, Educational Support Professionals who work with students who receive special education services shall receive at least two (2) hours of foundational special education training out of the twenty-four (24) paid professional development hours.

Proposal 37 / Article 26 / Non-Discrimination - TENTATIVE AGREEMENT

26.1 Equal Application of Contract Provisions: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender identity, marital status, race, color, creed, national origin, religious affiliation, political affiliation, ~~physical~~ disability, affectional orientation, or receipt of public assistance.

a. Any form created by the District that requires employees to designate gender will allow options for female, male, non-binary, or other designations.

Proposals 40-42 / Seniority – TENTATIVE AGREEMENT

Article(s): (16.1.4) (17.4) (19.2)

Language Change Proposed:

...16.1.4 ~~Associate Educators~~ / School Success Program Assistants:

a. Previous Employment in Other Classifications: ~~Associate Educators~~ / School Success Program Assistants who previously worked as Educational Assistants or in any of the other job titles or classifications included within the Educational Assistant /Educational Support Professional unit contract, shall retain their initial seniority date, and continue to accrue seniority during the time in which they work as a ~~Associate Educators~~ / School Success Program Assistant. ~~Associate Educators~~ / School Success Program Assistants do not have site or program seniority per Article 17.4.

17.4 Application and Selection Process For ~~Associate Educator (AE)~~ / School Success Program Assistant (SSPA). ~~Associate Educator (AE)~~ School Success Program Assistants, Educational Support Professionals, or any other applicants who meet the minimum eligibility requirements of an SSPA may apply at any time, even if they have not completed their probationary period for a posted position by following the application process. *The site will select the best qualified applicant who meets the site's needs. Individuals hired as ~~Associate Educators~~/ School Success Program Assistants shall only work in the specific position for which they were hired and shall not have access to any other SSPA position at their school or site or any other school or site through transfer, or seniority system at any time.* District wide programs with identical positions at multiple sites may assign individual SSPA's to various sites.

...19.2 ~~Associate Educators~~ / School Success Program Assistants.

19.2.1 Options: *In the event that a ~~Associate Educator~~/ School Success Program Assistant position(s) is eliminated at any school/program/department the displaced employee(s) has the following options:*

- a. Apply for other posted positions for which they meet the requirements by following the formal application process
- b. Use their accumulated seniority during the excessed placement session to return to a previously held job classification.

Additional Workdays for ESP / MOA – TENTATIVE AGREEMENT

WHEREAS, Minneapolis Public Schools [MPS] and the Minneapolis Federation of Teachers Educational Support Professionals [MFT ESP] are committed to providing services, care, and supports to the students and communities they serve;

WHEREAS, MPS and MFT ESP recognize the benefits of a fuller work week that permits time for collaboration with colleagues and training;

WHEREAS, MPS is committed to finding equitable opportunity for ESP to work additional hours and earn additional wages;

NOW THEREFORE BE IT RESOLVED, THAT the parties agree:

1. For SY23, all ESP will be offered one of the following depending on role or school site need, not to exceed a total of 40 hours per week:
 - a. Consistent weekly special education bus aide hours OR
 - b. Additional hours to support transportation coordination at their school OR
 - c. An additional five (5) hours per week as determined by the school principal or supervisor to support students with transitions or academic support or to collaborate with other staff members.
2. For SY23, these additional hours will be benefit eligible if the ESP agrees to a consistent schedule prior to the start of the school year.
3. Staff are not required to accept the additional hours.

This MOA shall expire on the last ESP duty day as prescribed by the 2022-23 school year calendar.

Proposal 43/ Sick Leave Pool Partial Amnesty MOA – TENTATIVE AGREEMENT

This Memorandum of Agreement is made and entered into between Minneapolis Public Schools, Special School District No. 1 (“District”), and the Minneapolis Federation of Teachers and Educational Support Professionals (“MFT/ESP”), Local 59.

WHEREAS, there are many Educational Support Professional members who have not joined the sick leave pool in the past and cannot make the sick leave contributions required by Section 10.5.3 in order to join at the beginning of the 2022-2023 school year; and

THEREFORE, the District and MFT-ESP, Local 59, agree as follows:

1. Educational Support Professionals may join the pool by contributing the amount of sick leave as specified in Number 2 of this Memorandum of Agreement; and

2. The ESP must contribute 50% of the sick leave that, absent this Memorandum of Agreement, would be required pursuant to Section 10.5.3 of the collective bargaining agreement; and
3. The ESP must meet the qualifications for use pursuant to Article 10.5.2 in the collective bargaining agreement; and
4. An ESP choosing to join must do so between the dates of September 1, 2022 through October 1, 2022; and
5. ESPs joining the sick leave pool during this time period may not use sick leave from the sick leave pool for the first time until after April 1, 2023.
6. This Memorandum of Agreement will be in effect until June 30, 2023.

Proposal 49 / Article 22 / Personal Injury - TENTATIVE AGREEMENT

22.1 Reimbursement: Personal Property Damage ~~Resulting from Assault.~~

22.1.1 General Statement: The District shall reimburse employees of this bargaining unit for the cost of replacement, cleaning, or repair of personal property soiled, damaged, or destroyed ~~as a result of assault or aggressive behavior that occurs~~ while the employee is engaging in the performance of employee's duties. It is the responsibility of employees to exhibit appropriate care.

22.1.2 Reimbursement Amount and Required Evidence: The maximum reimbursement is ~~\$350~~ \$750 per incident based on photos or initial purchase receipts of soiled, damaged, or destroyed property, Supervisor verification statement, or a police report number and receipts of paid expenses to clean, repair, or replace personal property.

22.2 Reimbursement – Damage to Vehicle.

22.2.1 General Statement: The District shall reimburse employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles and other forms of personal transportation on school property or while an employee is in the performance of school business as verified by the Supervisor and police report.

22.2.2 Reimbursement Amount and Required Evidence: Reimbursement shall not exceed ~~\$500~~ \$1,000, or any applicable insurance deductible, whichever is lower, per incident (including personal property, if eligible). Employees must seek all potential insurance claims before seeking District reimbursement, including liability insurance held by another party. The employee must submit photos, receipts, and a police report number or an incident report number to receive reimbursement.

22.2.3 Reimbursement for Towing: In the case of motor vehicles or bicycles legally and properly parked on District property only, employees shall be reimbursed for towing fees only, excluding any other related costs such as storage fees or citations.

22.2.4 Use of Personal Vehicle for District Business. The District shall carry an umbrella insurance policy that will supplement employee's automobile insurance coverage to

bring the total coverage per accident to not less than \$1,000,000 for any accidents that occur while an employee is using their personal vehicle for District business.

22.2.5 Reimbursement for Accidents: The District shall reimburse employees for out-of-pocket costs incurred as a result of any accidents that occur while an employee is using their personal vehicle for District business. The reimbursement- eligible expenses will include, but will not be limited to: deductibles, insurance premium increases directly related to the accident, and damage to personal property. The District will handle reimbursement claims on a case-by-case basis. The total reimbursement shall not exceed \$1,000. The employee must submit photos, receipts, and a police report number or an incident report number to receive reimbursement.

22.2.6 Limitations on District Liability: The District will not be responsible for any reimbursements under this section at the time of the accident if

- a. an employee is uninsured,
- b. investigation establishes an employee is intoxicated/abusing chemical substances, or
- c. an employee is convicted of a gross misdemeanor or greater offense as a result of the accident.

22.3 Personal Injury

22.3.1 Medical Expenses: If employees are injured as the result of a ~~student assault conflict and/or incident with a student~~, parent, or other individual that occurs while an employee is engaging in the performance of the employee's duties, the District shall reimburse the employee for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the District insurance and/or worker's compensation.

22.3.2 Loss of Time: Reasonable loss of time resulting from ~~an assault~~ conflict and/or incident with a student, parent or other individual that occurs while an employee is engaging in the performance of the employee's duties, shall not be deducted from unused sick leave provided the employee has filed the District's assault form and/or police report.

22.4 Payment:

22.4.1 Taxable Earnings: Payment for reimbursed expenses submitted sixty (60) days after the incident resulting in soiled, destroyed, or damaged property will be reimbursed through Payroll as taxable earnings.

22.4.2 Basis of payment: Expenses reimbursed under this provision will not be reimbursed an additional time under a separate provision. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

Proposal 54-56 / Due Process & Grievance – TENTATIVE AGREEMENT

These proposals were moved to our best practices committee to discuss comprehensive written rights and responsibilities, “just cause,” and “progressive discipline” for new Site-Based Meetings, current Due Process Hearings, and Grievances.

Consolidated Proposal 12 / Article 4 / Site-Based Meeting Proposal - TENTATIVE AGREEMENT

Article 4.8. **Site-Based Meeting.** Twice per school year, or more, if mutually agreed, Union representatives and site administration will jointly meet. The purpose of this meeting is to address site-specific issues that may arise, as well as to clarify and communicate about best practices by looking at processes and solutions, with the goal of providing a clear and unified message to members.

Site-based Meeting LMC MOA

The following is a Memorandum of Agreement between Minneapolis Public Schools, Special School District #1 (hereafter referred to as “District”), and the Minneapolis Federation of Teachers and Education Support Professionals – Education Support Professionals Chapter, Local #59 (hereafter referred to as “Union”),

WHEREAS, the District and the Union jointly believe that Educational Support Professionals are key stakeholders and integral team members in the delivery of instruction and other student related activities; and

WHEREAS, the District and the Union jointly believe that open, clear, and respectful communication between administration and employees is imperative to fostering an environment of effective and engaged staff; and

THEREFORE, the parties hereto, acting through their respective agents in the contract negotiations process for the 2021-2023 contract years do agree that:

They will jointly establish a labor-management committee to create a structure, format, and expectations for contractual bi-annual site-based meetings between school administrator(s) and Union representative(s).

Both parties must agree to all decisions for the site-based meetings, including but not limited to the content and structure of meetings.

The committee will be charged with determining the process that will be used by the site-based meetings LMC to discuss issues, including, but not limited to:

- o Employee transfers; and
- o Employee break schedules and expectations; and
- o Work above and outside classification; and
- o Role of bilingual/multilingual staff's language skillset; and
- o ESP access to IEPs, 504 plans, and Behavior Intervention Plans; and
- o Professional Development

The committee will meet as part of the Best Practices Committee four times, or more as needed, between ratification and July 1, 2022;

To the extent that this Memorandum of Agreement is a deviation from the terms of the contract it shall not form the basis for any precedent that may be cited for any grievance concerning alleged violation of the contract; and

This Memorandum of Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota; and

The parties of this Memorandum agree and acknowledge that this Memorandum of Agreement shall be considered to have been drafted equally by both parties.

Anti-Bias Anti-Racist Staff Development & Support Council Proposal – TENTATIVE AGREEMENT

Article 6: Professional Development

6.9 Anti-Bias Anti-Racist Staff Development and Support Council

Focus on Developing and Supporting MPS educators: The Anti-Bias Anti Racist Educator Development and Support Council is a district-wide collaborative effort of the Minneapolis Federation of Teachers and Education Support Professionals, Local 59 and the Minneapolis Public Schools. The focus of the council is professional development and educator support for future and current educational staff, with a committed focus on reducing inequitable practices and behaviors in our learning places and spaces as well as supporting educators, specifically educators of color, in navigating and disrupting our district as a predominantly white institution.

Purposes:

- a. Review and consult on culturally responsive support for BIPOC educators to increase retention and success including but not limited to real time reporting mechanisms to report incidents.

- b. Review and consult on professional development and support to effectively disrupt and dismantle racist and oppressive policies, practices, and interpersonal behaviors
- c. Make recommendations trends or patterns that may be observable in data collected from surveys, incident data and exit interviews provided, collected and reviewed by the Union and the District.

Composition: The council shall include representatives from all facets of professional development district-wide. The following members represent established programs, committees or groups that include but are not limited to:

MFT, Local 59 (with members from both chapters)	Teacher Development and Licensure Programs	Teaching and Learning
Research, Evaluation, and Assessment and Accountability	Professional Development Services/Advisory Committees	Multicultural/Multilingual Programs
Minneapolis Principals Forum	Leadership Development Programs	Equity and Integration
Office of Civil Rights and Equity	Special Education	Peer Assistance and Review
Human Resources	Associate Superintendent	Community Engagement

**Add Office of Black Male Achievement, Ombudspersons, Indian Education Department

The council will elect four (4) co-chairs, one of whom must be a MFT ESP member, MFT teacher member and two (2) district representative. The MFT ESP and MFT teacher co-chairs will be appointed by each respective chapter of MFT. The district co-chair will be appointed by the Superintendent or their designee. The co-chairs will convene and facilitate meetings to occur quarterly, with the Anti-Bias Anti-Racist Sub-Committees and other working groups meeting quarterly or more as needed.

Anti-Bias Anti -Racist Sub-Committees:

- a. A core component of the Anti-Bias Anti-Racist Educator Development and Support Council is the Anti-Bias Anti-Racist sub-committees specifically tasked with recommending initiatives for

recruitment, retention, and development of educators of color and improving districtwide climate and culture. There will be ongoing efforts from these established bodies to instill a sense of permanency in anti-bias anti-racist initiatives and development. These ABAR committees will focus on many district initiatives to disrupt inequitable policies and practices and retaining underrepresented staff, such as:

- Consult with the Human Resources Department, recruiters and managers to review and make recommendations on effective strategies for hiring and retaining a diverse workforce;
- Review and discuss research and District program evaluation data to ensure that curricula and instructional practices are developed and implemented to support a diverse school community effectively;
- Model supportive anti-bias anti-racist teaching and learning environments
- Collaborate to address harassment, discrimination, exclusion and other forms of hate bias protocol.
- Review strategic plan and make recommendation to effectively implement identified disparity reduction strategies.

District Mentoring Support

The District will provide additional supports for ESP. All ESP will have access to wrap around support defined as follows:

- Navigational support with district services (Human Resources, Employee Relations, Teaching and Learning, Instructional Technology, Mentoring services, etc.),
- Acclimation to building procedures, policies, and professional interactions and challenging of building procedures, policies, and professional interactions that are biased and/or oppressive in nature or effect.
- Comprehensive mentor support with several points of contact.

To effectively provide this essential support, MPS commits to providing 2 FTE District ESP mentors. MFT ESP will have representation on any hiring committee for the above-mentioned mentors. These mentors will be at-large members of the Anti-Bias Anti-Racist Educator Development and Support Council. District will ensure candidate pools will be reflective of the diversity of the community for the student population MPS serves.

Exit Interviews

In all departures, the option of participating in an exit interview or submission of an exit statement is provided to, but not required of, the departing educator.

Note: The District proposes having one ABAR Council for both MFT teachers and ESPs.

WAGES	2019-2021					
	ESP Contract					
	Year 2 Of Contract					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
18 ESP Classifications						
School Success Program Assistant	26.28	27.12	27.96	28.76	29.63	31.38
ESP Resident	21.44					
Avid Assistant Lead	19.97	20.93	21.90	22.96	24.12	26.11
Avid Assistant	19.83	20.67	21.58	22.54	23.37	25.03
Educational Sign Language Interpreter	23.49	24.07	24.67	25.29	25.91	27.38
Intervener	23.03	23.60	24.18	24.79	25.40	26.84
Occupational Therapy Assistant	20.54	21.39	22.30	23.19	24.24	25.91
Physical Therapy Assistant	20.54	21.39	22.30	23.19	24.24	25.91
Site Coordinator, Gear Up	23.49	24.07	24.67	25.29	25.91	27.38
Associate Educator	19.83	20.67	21.58	22.54	23.37	25.03
Bilingual Program Assistant	19.83	20.67	21.58	22.54	23.37	25.03
Education Assistant	19.83	20.67	21.58	22.54	23.37	25.03
Special Education Assistant	19.83	20.67	21.58	22.54	23.37	25.03
Family and Community Liaison	17.55	18.47	19.31	20.17	21.05	22.50
Family Learning Child Care Worker	18.56	19.10	19.59	20.13	20.66	21.78
Mpls Kids Child Care Assistant	15.45	16.09	16.70	17.38	17.95	18.79
Family Learn, Ass't Child Care Worker	15.45	16.09	16.70	17.38	17.95	18.79
Family Learning Child Care Helper	15.45	15.94	16.42	16.96	17.49	18.21