**LAST BEST FINAL OFFER**

**MPS Package Proposal**

**Presented to MFT**

**March 22, 2022 6:15 pm**

**This is the District’s last, best, and final offer.**

**This is a package proposal and is contingent upon acceptance of all proposals.**

**Proposal 1: ABAR**

3.5.7.1 Focus on Developing and Supporting MPS educators: The Anti-Bias Anti Racist Educator

 Development and Advisory ~~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 ~~white supremacist~~ 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.

3.5.7.2 Purposes:

a. Review and consult on ~~Provide~~ culturally responsive support for BIPOC

 educators to increase retention and success

b. Review and consult on ~~Provide~~ professional development and support to

 effectively disrupt and dismantle racist and oppressive policies, practices, and

 interpersonal behaviors

c. ~~Address~~ Make recommendations on trends or patterns that may be observable through available non-identifiable data collected from surveys, incident forms, and exit interviews provided, collected and reviewed by the Union and the District. ~~through the exit interviews~~ ~~as outlined by theEducators of Color MOA~~.

3.5.7.3 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 | ~~Title I~~ Equity and Integration |
| Office of Civil Rights and Equity | Special Education | Peer Assistance and Review |
| Human Resources | Associate Superintendent | Community Engagement |
| Indian Education | Office of Black Achievement | Office of the Ombudsperson |

The council will be led 4 co-chairs, ~~on~~e The MFT Licensed and ESP co-chairs will be appointed by MFT~~. of whom must be a teacher MFT member~~. The other two co-chairs will be appointed by the Superintendent. The co-chairs will convene and facilitate meetings to occur quarterly, with the ~~Area~~ Anti-Bias Anti-Racist Sub-Committees and other working groups meeting quarterly or more as needed.

3.5.7.4 ~~Area~~ Anti-Bias Anti -Racist Sub-Committees:

a. A core component of the Anti-Bias Anti-Racist Educator Development and Support Council is the Area Anti-Bias Anti-Racist sub-committees specifically tasked with ~~establishing~~ recommendinginitiatives 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 AABAR committees will focus on many district initiatives to disrupt inequitable policies and practices and retaining underrepresented staff, such as:

* ~~Supporting leaders to solve problems with incorporating anti-bias anti-racist practices into the daily experiences for students, families, educators and community members;~~
* ~~Collaborating with recruiters and managers~~ ~~Consult~~ Collaborating with the Human Resources Department to ~~develop and implement~~ review and make recommendation on effective strategies for hiring and retaining a diverse workforce;
* ~~Sponsoring~~ Reviewing and discussing research and District program evaluation data to ensure that curricula and instructional practices are developed and implemented to support a diverse school community effectively;
* ~~Developing and maintaining~~ Model~~supportive~~  anti-bias anti-racist teaching and learning environments
* ~~Leading the educational campaign for zero-tolerance for harassment, discrimination, and exclusion.~~C~~ollaborate with District staff on hate-bias protocol.~~ Promote understanding and support implementation of hate/bias protocol and other initiatives that reduce hate bias, harassment, discrimination, and exclusive practices.
* Review strategic plan and make recommendations to effectively implement identified disparity reduction strategies.

**Article 5: Professional Development**

5.9.4 ABAR District Mentoring Support

The District will provide additional supports for MPS educators. for ~~non-tenured teachers of color.~~  that are members of populations underrepresented among licensed teachers in the district. ~~Oppression disruption and radical support for educators of color:~~

All non-tenured ~~educators,~~ ~~educators of color, interested white educators~~ members of populations underrepresented among licensed teachers in the district. 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 effective 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 grounded in support and peer coaching, not evaluation.

To effectively provide this essential support, MPS commits to providing two District teacher mentors ~~increasing the cadre of district and building mentors~~ and these mentors will be at-large members of the Anti-Bias Anti-Racist Educator Development and Support Council. ~~Further, to effectively support efforts of professional support and disruption of biased and racist procedures, policies, and professional interactions, aggressive recruitment of mentors who are educators of colors, such as that the composition of our mentor cadre is representative of the district student demographics~~. MPS will ensure candidate interview pools will be reflective of the diversity of the community; additionally, the District will work collaboratively with the MFT licensed co-chair to appoint a licensed member to the mentor interview committee.

 d. ~~Site and district mentor ratios shall be as follows:~~

 ~~i. Building mentors = 1 per 50 staff, unless the majority of the licensed educator~~

 ~~staff at the site is within their first 5 years of teaching or within their first three~~

 ~~years at that specific site.~~

 ~~ii. District mentors = 1 per 25 untenured licensed staff plus 1 per tenured licensed~~

 ~~Staff~~

~~3.5.7.5 Exit Interviews and Opportunity for Accountability and Reparation of Harm:~~

b.. Exit Interviews:

The District and MFT will jointly offer an exit interview, in order to seek understanding regarding factors contributing to separation. The educator may choose to interview with the District or MFT individually, the District and MFT jointly, or with the MPS Staff Ombudsperson.

~~a. Within thirty (30) days of ratification of the CBA, the District will share a report containing public data of all Teachers who are identified as meeting one or more of the aforementioned categories if available and if public data (Subd 1a-g), their hire date, an adjusted date of hire, FTE, probationary or tenure status, seniority date, seniority number, licensure(s), position and site/program. These same reports will be provided quarterly.~~

~~b. Exit Interviews: When any educator of color leaves service for any reason, the type of separation will be detailed upon departure and a process for repairing harm and restoring relationship will be offered to the departing educator.~~

~~i. If the separation is by the educator’s choice and is the result of white supremacist actions or behaviors experienced within their employment with Minneapolis Public Schools, the District and MFT will jointly offer an exit interview to seek understanding regarding working conditions (e.g. climate, workload, administrator support) with the purpose of identifying factors contributing to the separation. The educator may choose to interview with the District and MFT jointly, with the District or MFT individually, or with a neutral third party, per the request of the educator. The District and MFT will agree to the questions and process for this exit interview. This exit interview will be part of the process for repairing harm and restoring relationship, should the departing educator so choose.~~

~~Departing educators may participate in an exit interview or submit an written or alternative exit statement to the District and to MFT. In all departures, The option of participating in an exit interview or submission of an exit statement is will be provided to, but not required of, the departing educator.~~

~~ii. If the separation occurs by termination of contract and the educator is a probationary educator, a process similar to the termination hearing for tenured educators will be offered to that probationary educator for the purposes of identifying inequities that resulted in performance deemed necessary for termination of contract.~~

~~iii. Upon request, departing educators may submit a written or recorded exit statement to the District and to MFT rather than participating in an exit interview.~~

~~iv. 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.~~

~~v. The District and MFT shall review the quarterly lists employment and departure totals, differentiated by demographic information, at Contract Administration, which shall include other stakeholders as needed.~~

~~Engaging in the exit interview process or submitting an exit statement does not constitute a~~

~~waiver of the educator’s right to challenge the separation in another forum, should the educator~~

~~so choose.~~

~~3. The District and MFT shall review the quarterly lists employment and departure totals, differentiated by demographic information, at Contract Administration, which shall include other stakeholders as needed.~~

**Article 15: Transfer, Reassignment and Recall**

15.2.5 **Excessed Teachers:**

a. Definition: Excessed status exists when there is a reduction in staffing at a school or site or when a teacher returns from a leave of absence of one (1) year or more; or when a teacher waives their right to return to a site prior to going on a leave of one (1) year. Because school programs are unique, it is important that teachers make informed decisions regarding their teaching assignments. To assure that excessed teachers apply for positions that fit their interests, experience, training, and skills, they shall participate in the interview process. This process of excessing is a separate process from layoff.

b. Staff Reductions: When staff reductions occur at the building, all teachers shall be canvassed in seniority order within their specific licensure area/department to determine which teachers shall be excessed. The least senior teacher in the specific licensure areas/departments shall be excessed from the site/building if one or more senior teacher(s) decline the option of volunteering to be excessed. Teachers who are excessed from a school or site due to a reduction in staffing shall participate in the interview process.

Starting with the Spring 2021 Budget Tie-Out Cycle, the District reserves the discretion for excessing at the site within the group of probationary teachers in the license area outside of seniority order (See Article 15.9.2.d)

Starting with the Spring 2023 Budget Tie-Out Cycle, in order to remedy past discrimination which disproportionately resulted in the excessing of teachers in underrepresented populations, the District reserves the discretion to exempt from the excess process a teacher who is a member of a population underrepresented among licensed teachers in the District, if excessing the teacher would prevent the District from remedying the continuing effects of past discrimination and reducing the diversity of teachers at the school. To do this, the District shall excess outside of seniority order, the next least senior teacher, who is not a member of an underrepresented population. This Article will no longer remain in effect once the teachers in the District reflect the diversity of the community served by the District.

**15.9.2 Staff reduction.**

a. Canvassing for Reassignment: When it is necessary to reduce the number of teachers in a building beyond normal attrition for that building, those teachers in the department to be reduced shall, by seniority order, be canvassed to determine if they desire reassignment to a new position.

b. Teachers on PSP – Voluntary Excessing: Teachers on PSP may request to voluntarily excess themselves if there is a staff reduction. Requests shall be forwarded to contract administration for case by case determination.

c. Administration Approval: Teachers requesting reassignment pursuant to 15.9.2 of this article, must have the approval of the principal, supervisor or designee. Should the principal, supervisor or designee deny the request for reassignment, she/he must state in writing within five (5) days the specific educational reasons for the denial.

d. Involuntary Reassignment: Failing to secure the required reduction by the method described in Section 15.9.2 of this article, the reduction shall be accomplished by designating for reassignment the least senior teachers in the department.

Starting with the Spring 2021 Budget Tie-Out Cycle, the District reserves the discretion for excessing at the site within the group of probationary teachers in the license area outside of seniority order.

Starting with the Spring 2023 Budget Tie-Out Cycle, in order to remedy past discrimination which disproportionately resulted in the excess of teachers in an underrepresented population, the District reserves the discretion to exempt from the excess process a teacher who is a member of a population underrepresented among licensed teachers in the District, if excessing the teacher would prevent the District from remedying the continuing effects of past discrimination and reducing the diversity of teachers at the school. To do this, the District may excess the next least senior teacher, who is not a member of an underrepresented population, outside of seniority order. This Article will no longer remain in effect once the teachers in the District reflect the diversity of the community served by the District.

e. Department – Definition: In secondary school units, department shall mean subject matter areas (Also see 15.9.6).

f. Exceptions: For reassignment purposes, exceptions to 15.9.2 of this article may be made by the appropriate Superintendent or administrator. The teacher seeking an exception shall initiate with the appropriate Superintendent or administrator a request in writing for the exception. In the event an exception is not approved the teacher shall be provided with a written communication from the appropriate Superintendent or administrator giving the reasons for the non-approval.

**15.10.7 Reinstatement:**

a. Recall rights – Eligibility Period: A teacher placed on layoff shall have rights to reinstatement for a period of two (2) years per the recall procedure in this article or until the teacher is fully reinstated if that occurs first, at which time the right to reinstatement shall terminate.

b. Position Placement: Teachers placed on layoff must be reinstated to the positions from which they have been laid off or, if not available, to other available positions in the school district in areas in which they are licensedat the time of layoff and maintain throughout the reinstatement period.

c. Newly-Obtained License: In the event the teacher obtains a new license for which they wish to be considered for reinstatement, it’s the teacher’s obligation to notify the Division of Human Resources.

d. Reinstatement Order: Reinstatement must be in the inverse order of placement on lay off. The District has the discretion to prioritize the recall of a teacher who is a member of a population underrepresented among licensed teachers in the District if such prioritization remedies the continuing effects of past discrimination which disproportionately resulted in the lay off of teachers in an underrepresented population. To do this, the District may deprioritize the more senior teacher, who is not a member of an underrepresented population, outside of seniority order for recall. This Article will no longer remain in effect once the teachers in the District reflect the diversity of the community served by the District.

e. Non-Forfeiture: A teacher on layoff does not forfeit the right to reinstatement when accepting or declining a position for less than the full FTE in any licensure area held by the teacher from which they were placed on leave.

f. Tenured Teachers – Protections: A non-bargaining unit teacher or non-tenured licensed teacher must not be employed in a position in a license area while a tenured teacher in the same license area is eligible and available for reinstatement.

 **15.10.12 Exemption from Layoff for Designated Programs and :**

Teachers working in the following schools and/or programs may be exempted from district-wide layoff outside of seniority order to remedy the continuing effects of past discrimination, ensure continuity of instruction to students at these sites based on the difficulty in filling vacancies at these sites with staff who are appropriately licensed, certified and bi-literate in the appropriate language:

a. Racially Isolated Schools. For School Year 2020-2021 through School Year 2022-2023, the Racially Isolated Schools (three-year MDE designation) with the greatest concentrations of poverty. After which, the RIS schools with the greatest concentrations of poverty not to exceed 12.5% of the total student population.

b. Montessori

c. Immersion

d. Native and Heritage language literacy programs as identified annually at contract administration

e. **Grow your Own Program:** Teachers who are graduates from the District’s Grow Your Own programs may be exempted from District-wide layoff outside of seniority order to ensure the District and the Union’s commitment to grow our own staff.

f. Teachers who are members of populations underrepresented among licensed teachers in the District if placing the teacher on layoff would prevent the District from remedying past discrimination and increasing the diversity of the teachers. This provision will no longer remain in effect once the teachers in the District reflect the diversity of the community served by the District.

g. Alumni of Historically Black Colleges and Universities (HBCU), Tribal Colleges and Universities and/or Hispanic Association of Colleges and Universities (HACU) programs. This provision will no longer remain in effect once the teachers in the District reflect the diversity of the community served by the District.

~~15.10.13: Staff Adjustment Labor Management Committee Review:~~

~~1. The Staff Adjustment Labor Management Committee (Budget Committee; made up of the District, Teachers’ Union and Principals’ Forum) will provide advice and counsel regarding the BTO, Excessing, and Lay off processes and help problem-solve issues relating to logistics and implementation.~~

~~The Staff Adjustment Labor Management Committee will determine the scope of its work as needed. Annually, at a minimum, the Staff Adjustment Labor Management Committee shall be provided data by the District as follows:~~

~~a. To determine whether sufficient vacancies were made available to accommodate all excessed staff identified at BTO, the District will provide a list of vacancies by site, licensure area(s), FTE, staff who transferred, and other pertinent aggregate data as determined by the BTO Committee;~~

~~b. To determine the effectiveness of exemptions to excessing and layoff, within 14 days of the BTO process, the District will aggregate and provide~~~~transfer data for each license area indicating:~~

 ~~I. The extent to which budget increases and cuts, excess and anticipated layoff of staff and/or other budgetary changes result in inequitable outcomes~~

 ~~II. Whether educators excessed, non-renewed, or laid off self identify as people of color and/or white.~~

 ~~III. What district policy and practice changes should be recommended to the ABAR Development and Support Council, in order to address inequitable practices.~~

**Proposal 2: Seniority – Dropped by MFT**

**Proposal 3: Educators of Color MOA – Dropped by MFT (embedded into Proposal 1)**

**Proposal 4: Prep Time**

As a part of this package, Union agrees to withdraw this proposal

**Proposal 5: Class Size**

Class size **caps** will be as follows:

|  |  |  |
| --- | --- | --- |
| **Grade Level** | 70% FRL and above | Below 70% FRL  |
| Pre-Kindergarten + | 20 | 20 |
| Kindergarten + | 22 | 27 |
| 1st & 2nd Grade + | 22 | 28 |
| 3rd Grade + | 25 | 34 |
| 4th Grade - 5th Grade + | 30 | 36 |
| 6th Grade - 8th Grade\* | 40 | 42 |
| 9th Grade - 12th Grade\* | 40 | 44 |

* Class sizes at the elementary level do not include specialists due to inclusive practices and other instructional practices

\* Class sizes at secondary level are specific to English, Math, Social Studies, and Science.

Accurate class size reports will be provided to the Staff Adjustment Committee based on enrollment per course or classroom. The Staff Adjustment Committee will meet several times in the fall to make needed adjustments on class sizes and caseloads. Thereafter, additional meetings will be scheduled quarterly or more often as needed.

Teachers will contact the principal to communicate when class size exceeds the cap, outside the regular monitoring process by the Staff Adjustment Committee. The Principal will contact their Associate Superintendent to report any class size that exceeds the caps.

If specific class sizes exceed the established caps and are not addressed by the Staffing Adjustment Committee, one of the following options may be implemented by the District with the goal being a cost-neutral option:

1. Co-teaching model
2. Additional ESP support
3. Balancing class sizes among grade levels or subject area
4. Adding licensed staff through the staff adjustment process or reassigning non-classroom licensed staff to classroom positions
5. Reducing non-instructional duties
6. Additional weekly preparation time
7. Other methods created collaboratively by the site, District, and MFT
8. The District has the option to place students in classrooms that exceed the cap. At the end of the year, if a classroom ADM report indicates that the average number of students for the school year exceeded the established cap set forth above, the teacher in the classroom shall receive $500 per ADM above the cap.

 MPS will implement the solutions and communicate them to affected staff, students, and families.

If a class size exceeds the cap due to the District’s inability to fill a vacancy, it will not be considered a violation of this article and will not be subject to grievance.

MPS and MFT agree that class size caps will be reviewed and adjusted if MPS’ instructional model evolves and new models are created.

**Evaluation**

The Staffing Adjustment Committee will meet to decide the best way to assess the impacts of class size. Possible areas of impact study might be the following:

* Student Achievement - What measurable and relevant impacts class sizes had on the achievement of students in the district.
* Fiscal Resources - What measurable and relevant impacts class size had on the financial health of the district.
* Enrollment - What measurable and relevant impacts has class size on the enrollment of the district.

The class size cap provision will not apply if any of the following apply:

* The District fails to renew any operating, class size, capital projects, or other voter approved referendum.
* Average Daily Membership (ADM) falls below 25,000 as reported by the Minnesota Department of Education.
* The percentage of students who qualify for educational benefits within the district fall below the state average.
* Moody’s, Standard and Poor’s (S&P) or Fitch Ratings (Fitch) lowers its rating on District debt or rates any district bond issue at or below the following grades:
	+ Moody’s: Baaa1
	+ S&P: BBB+
	+ Fitch: BBB+
* The District is in statutory operating debt (Statute: [MN Stat § 123B.81](https://law.justia.com/citations.html))

Class size caps for each school year will take effect on October 1 of that school year and will extend until the end of that school year. The district retains all rights to create and modify budgets, allocate resources, project enrollment, place students, create or eliminate positions, and any other matters of inherent managerial policy.

**Proposal 6: COVID MOA – Tentative Agreement**

WHEREAS, the COVID 19 global pandemic persists throughout the country and world,

WHEREAS, new variants of Covid continue to be discovered,

WHEREAS, the health and safety risks of COVID 19 continue to impact our students, families, communities, and staff,

WHEREAS, MFT and MPS have a commitment to provide a safe, security, healthy and appropriate learning environment for students, staff, and community members,

WHEREAS, Minneapolis Public Schools has issued an indoor mask mandate for all MPS buildings,

WHEREAS, as we are entering another school year of COVID 19 affecting our teaching and learning conditions, we have experience with mitigation strategies, and have a responsibility to build upon and improve the protections and mitigation strategies as well as to be responsive to changing guidelines we employ within our learning spaces,

WHEREAS, MFT and MPS are committed to supporting students and families when they must isolate or quarantine from school.

NOW THEREFORE, BE IT RESOLVED; THAT the parties agree to the following:

A. HEALTH AND SAFETY PROVISIONS

1.) Emergency Paid Sick Leave: MFT and MPS recognize the importance of quarantine as a
 mitigation strategy during this ongoing pandemic. Emergency in this case is defined as
 “quarantine/isolation-related paid sick leave apart from the annual allotted sick leave per the
 CBA.” The District agrees to provide up to two (2) weeks (up to ten 10 days prorated based on
 the employee’s daily FTE equivalent) of emergency paid sick leave per incident to teachers who
 are unable to report to workbecause they have been directed to quarantine or isolate by the
 District’s COVID-19 Response Team, medical provider, or health department.

A. Duration of paid leave will be set by the required quarantine/isolation period, as
 directed by the District’s COVID-19 Response Team, medical provider, or health
 department.

B. The district will send out a communication to teachers that explains the process
for submitting their COVID documentation to the District and provides an explanation on how absences should be entered into AESOP Frontline.

C. Employees may be required to test during their leave period to determine
 quarantine/isolation duration.

Staff members will not have access to COVID-19 related paid emergency leave days after June
 30, 2022 unless the parties mutually agree to extend the provisions of this MOA.

2.) Paid Time Off for Vaccinations:

a) Staff members will be paid for time away from work for up to four (4) hours during their normal duty day, to receive an initial vaccination, second dosage vaccination, and a vaccination booster.

b) Staff must follow their site's time-off notification process to inform their immediate supervisor to advise of time off needed for this purpose to ensure coverage of their classroom/work for the period of their absence.

3.) The District will continue to provide accommodations to staff as required by applicable
 ADA laws. Documentation will be required.

4.) Any teacher on quarantine who is asymptomatic will be expected to work from home.

B. COVID MITIGATION:

1. COVID Safety Plan and Guidance: The District will continue to provide Guidance for MPS Buildings, Schools and Classrooms, which constitutes the District’s COVID-19 Safety Plan with requirements, recommendations and implementation guidance and is applicable to all district buildings and all district staff. Staff working on site in any school building or district support buildings are expected to comply with the health and safety protocols outlined in the current 2021 Fall Guidance, and any subsequent guidance.
2. The District's COVID-19 Safety Plans, mandates, and protocols must be understandable and communicated to all MPS families in languages commonly used in other district communications.
3. District employees that are working in non-public and contract alternative (non-MPS) buildings will continue to be provided with all the same PPE and mitigation strategies, as is provided for staff in MPS buildings. MPS will communicate expectations around cleaning, sanitizing, and mitigation protocols to be used in non-MPS spaces in which MPS educators work.
4. When possible, all learning spaces for the 2021-22 SY shall be reorganized accounting for between 3-6 feet social distancing among individuals within the space.

A. Schools have the option to utilize a temporary grade level quarantine classroom formed for online learning needs at the discretion of the Associate Superintendent and Principal based on student quarantine needs.

B. For students and in situations where physical distancing is not possible due to medical conditions or an individual’s disability, staff can request additional PPE.

C. Staff should consult their Site’s Licensed School Nurse for further PPE questions relative to student health and safety and the Site’s COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.

5.) MPS will continue to provide PPE at each building to ensure the safety of our staff and students. Staff should consult their Site’s Licensed School Nurse for further PPE questions relative to student health and safety and the Site’s COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.

A. All licensed school nurses will have N95 masks fit-tested. All staff will have access
 to N95 or KN95 masks as supplies permit.

B. MPS will make every effort to provide one type of covering, as specified below:

1) Instrumental Music (Brass and Woodwind) Covering

2) Vocal Music face covering (Teachers and Students)

3) Prek-2 Clear face covering for early literacy instruction (Teacher)

4) ESL Clear face covering for literacy and language instruction (Teacher)

5) ASL Clear face covering (Teachers and Students)

6) Special Education Clear face covering

C. Teachers will be responsible for the care of their own district provided face covering
 which includes cleaning of the face covering. Replacement(s), if desired, will be the
 teacher’s responsibility.

D. No teacher or student will be required to use a specialty face covering but will be
 required to follow the District’s mask guidance.

E. MPS is committed to providing guidance for students and families around personal
 care of District-provided face coverings, which includes usage, cleaning and storage.

6.) MPS will provide access to testing kits to the greatest extent possible based on supply
 availability throughout the 2021-22 school year.

7.) MPS must provide support requested by Early Childhood Family Education (ECFE) or
 Early Childhood Special Education (ECSE) Educators when in unsafe and/or emergency
 situations while serving MPS students and families in their private homes.

1. ECFE/ECSE educators will be fully supported by MPS in requiring anyone in an MPS family home to wear masks while the educator is physically in their home.
2. ECFE/ECSE educators will be fully supported by MPS should an educator shift service to online or phone-based home visits if members of the household are unwilling to be masked during in-person home visits.
3. If an adult or student in a home is unable to wear a mask for medical reasons and continue to want an in-person home visit, additional PPE will be made available for staff entering the Home.

 8.) Site staff meetings will offer a hybrid or virtual option if 6 ft. of social distancing is not
 able to be met.

C. INSTRUCTIONAL SUPPORT AND WORKING CONDITIONS (In-person and Online):

1) Teaching online learning classes:

a) No educator shall be expected to teach online and in-person students simultaneously.

b) Barring any unforeseen and immitigable circumstances that affect student and staff
 health/safety or as advised or determined by the District, Local or National Health
 Officials, sites will, to the best of their ability, keep educator schedules and rosters as
 stable as possible for the remainder of the 2021-2022 school year.

2.) QUARANTEAMS:

1. Quaranteam members will be paid their direct instruction rate to:

● Engage with assigned students daily throughout their quarantine/isolation period in order to help maintain their academic engagement and academic progress.

● Provide this support to students who are in quarantine or isolation outside of their normal teacher duties at the teacher’s discretion such as during prep time or outside of school time.

1. Educators will not be expected to contact more than ten (10) students on any given day and will be capped at a maximum of 10 hours per week.
2. The District will also provide funding to schools for quaranteams during the second semester and the 2022 summer school session.

1. No educator will be assigned this role by an administrator without mutual consent to the assignment.

3.) Assignment of Licensed Staff Who Are Not General Education or Special Education
 Classroom Educators:

1. Any licensed staff who serve students outside of the general education or special education classroom (TOSAs and DPFs) who are asked to provide assistance as a classroom reserve teacher will be relieved of their other dutiesduring that time. In addition, a rotation system will be in place for short term reserve teaching to provide a more equally distributed schedule among those who are reserve teaching in our sites.

4.) Reimbursement for Lost Preparation Time or Duty-Free Lunch: [Art. 2.4.5 in CBA]

a) Starting January 31st, 2022, when teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEAs) or other student support staff who are absent, they shall, after the principal/supervisor has had an opportunity to find alternative coverage, be paid $50/hr for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at $50/hr for the lost preparation period.

b) Additional Students: Starting January 31st, 2022, teachers assigned any students from classes of reserve teachers, Special Education Assistants (SEAs) or other student support staff who are absent shall also be reimbursed at $50/hr.

5.) Compensation for Ensuring Students Safe Transportation To and From School:

Licensed staff needing to stay onsite beyond the contract duty day and school social workers
 who need to transport students from school to home will be compensated as follows:

1. When licensed educators must extend their duty day to ensure safe return to home for students, they shall be compensated at their salary rate for extended time. Extended time must be submitted within the pay period in which the extended time service was performed.
2. "School social workers who transport a student home due to bus driver shortages mayrequest to have an additional school staff person accompanying them if available.”
3. This extended pay provision will remain in effect as long as the need exists at each site and shall not be costed against an individual site’s budget.

7) Commitment to Collaborate:

The Environmental Health and Safety (EMS) Labor Management Committee (LMC) will reconvene within 30 days of ratification of the 2021-23 CBA and will submit a draft of a COVID plan for the 2022-23 school year to the MFT Joint Executive Board no later than August 10, 2022. The EHS LMC will meet monthly or more as needed through the 2022-23 school year with a focus on ongoing public health efforts and actions in Minneapolis Public Schools.

BE IT FURTHER UNDERSTOOD AND AGREED; THAT this Memorandum of Agreement shall be effective until August 15, 2022. In addition, this Memorandum of Agreement shall be of no further force and effect and shall not set any precedent or practice regarding any aspect of the Teachers CBA in the future.

**Proposal 7: Salaries & Insurance**

Year 1:

* Steps and lanes
* Salary increase:
	+ Step 1: 12.5%
	+ Step 2: 10.5%
	+ Step 3: 10%
	+ Step 4: 8%
	+ Step 5: 7%
	+ Step 6: 5%
	+ Step 7-40: 2.25%
* One-time lump sum bonus payment of $2,000 to any teacher who was hired prior to January 3, 2022 and who meets all of the following conditions:
	+ Must either work or be on District-approved leave the final day of their contract year, June 30, 2022.
	+ In order to be eligible for the bonus teachers who have been subject to Employee Relations-issued discipline must successfully complete a restorative practice process identified by Employee Relations.  The restorative practice process must be completed no later than the final day of their contract year.

Incentive amount based on employment as a 1.0 FTE or its equivalent. For those working less than a 1.0 FTE, incentive amount will be pro-rated accordingly. FTE status will be determined using the employee’s contracted FTE status as of the last day of the contract year.

Year 2:

* Steps and lanes
* Salary increase: 2.25%
* One-time lump sum bonus payment of $1,000 to any teacher who was hired prior to January 3, 2023 and who meets all of the following conditions:
	+ Must either work or be on District-approved leave the final day of their contract year, June 30, 2023.
	+ In order to be eligible for the bonus teachers who have been subject to Employee Relations-issued discipline must successfully complete a restorative practice process identified by Employee Relations.  The restorative practice process must be completed no later than the final day of their contract year.

Incentive amount based on employment as a 1.0 FTE or its equivalent. For those working less than a 1.0 FTE, incentive amount will be pro-rated accordingly. FTE status will be determined using the employee’s contracted FTE status as of the last day of the contract year.

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**Proposal 8: Pay Parity**

~~7.1.1. Standard Salary Schedules:~~

~~The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2021, through June 30, 2023. Effective July 1, 2021, teachers working in the Adult Education program will be placed onto Schedule A into the appropriate cell that is equal to or greater than their current salary in the appropriate lane matching their advanced education as of 6/30/21. Those working part time will receive a pro-rata portion of the full time salary. Notwithstanding other provisions regarding the Adult Education schedules, full-time Adult Education teachers shall be scheduled for an equivalent amount of instructional time as K-12 instructors.~~

 **MPS COUNTER PROPOSES: ADULT ED CONTRACT**

 Salary Schedule:

4.1.1 Standard Salary Schedule A: The salaries for Adult Education teachers employed in the District are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2019, through June 30, 2021.

4.1.2 Wage Schedule Improvements: ~~Effective July 1, 2020 a 1.0% increase will be added to the salary schedule for all eligible employees.~~  Effective, July 1, 2022, the first two (2) steps in Standard Salary Schedule A will be removed and any teacher on step two (2) or above will receive two (2) steps.

4.1.3 Step Movement a. Effective July 1, 2019, teachers will receive annual steps in accordance with 4.2.4 below. b. Effective July 1, 2020, teachers will receive annual steps in accordance with

 4.2.4 below: Any negotiated increases to salary and benefits for the teachers in the K-12 program shall also be provided to the teachers in the Adult Education Program

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 7.4 Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the standard salary schedule:

 7.4.1 Initial Placement:

a. Basis for Placement: Initial placement will be made directly onto the salary schedule for the upcoming year, based on approved college credits and qualifying years of experience at time of hire.

~~i.) Establish the following placements on the teachers contract:~~

~~- A Bachelor’s degree that requires up to 120 semester credits (or its equivalent quarter credits) will be placed at BA (Lane A)~~

~~- Undergraduate Credits of 135-149 will be placed on BA+15 (Lane B)~~

~~- Undergraduate Credits of 150-164 will be placed on BA+30 (Lane C)~~

~~- Undergraduate Credits of 165-179 will be placed on BA+45 (Lane D)~~

~~- Undergraduate Credits of 180-194 will be placed on BA+60 (Lane E)~~

~~- Undergraduate Credits of 195+ will be placed on Lane F~~

~~- All educators with a Bachelors degree will be moved over one lane.~~

~~ii.) Establish the following placements on the teachers contract~~

~~- A Master’s degree that requires up to 30 semester credits (or its equivalent quarter credits) will be placed at MA (Lane G)~~

~~- Masters Credits of 40-49 will be placed at MA+15 (Lane I)~~

~~- Masters Credits of 50-59 will be placed at MA+30 (Lane K)~~

~~- Masters Credits of 60-69 will be placed at MA+45 (Lane M)~~

~~- Masters Credits of 70-79 will be placed at MA+60 (Lane O)~~

~~- Masters Credits of 80+ will be placed at Lane P~~

~~- Masters Credits of 80-89 will be placed at Lane Q~~

~~- Masters Credits of 90-99 will be placed at Lane S~~

~~- Masters Credits of 100-109 will be placed at Lane U~~

~~- All educators with a Masters Degree will be moved over two lanes.~~

~~iii.) Any movement to a higher lane shall be effective as of July 1, 2021.~~

~~e. Move eligible teachers to a higher lane in accordance with the credit requirements listed above in order to be completely moved to the new appropriate lane designation.~~

~~i.)Any movement to a higher lane shall be effective as of July 1, 2021.~~

~~ii.)Staff not eligible to be moved to a higher lane designation shall be held harmless.~~

7.4.2 Prior Experience:

 a. Most Recent ~~ten (10)~~ ~~Fifteen (15)~~ Twenty (20)~~Twenty-five (25)~~ Years: Experience earned in the ~~ten (10)~~ ~~fifteen (15)~~ Twenty (20)~~Twenty-five (25)~~ Years year period prior to employment shall be credited at the rate of one (1) year of credit for each year of teaching experience. For the purpose of giving this credit the following shall apply:

1. To be given consideration for experience credit, a teacher must have been eligible for a regular teaching license under Minnesota regulations in force at that time.

2. One complete semester of teaching in any one academic year in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than one semester.

3. One full year of half-time teaching in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than halftime.

4. The District shall match the salary of teachers from other districts or private schools to the nearest comparable step and lane placement, not to exceed the highest step in the lane.

b. Beyond ~~Ten (10)~~ ~~Fifteen (15)~~ Twenty (20)~~Twenty-five (25)~~ Years: Experience earned before the ~~ten-year fifteen-year~~ Twenty (20)~~Twenty-five (25)~~year period prior to employment shall be credited at the rate of one (1) year of credit for each two full years of teaching experience. Teaching experience of less than a year shall be ineligible. ~~Count any experience currently counted at one (1) step for every two (2) years as one (1) step per year, effective July 1, 2021, in order to attract and retain high quality educators.~~

d. Lane Placement: The lane placement will be made by the Division of Human Resources up to BA+60. The teacher cannot move beyond the BA+60 lane until they have earned an MA degree except by earning, ~~as a tenured teacher,~~ a National Board Certificate or full or special license/certificate (as outlined in 1.4.10) ~~as a tenured teacher~~, if available in the teaching or RSP field.

7.4.10 SPECIAL LICENSES/CERTIFICATIONS: Award teachers and related service professionals who obtain full or special licenses/certifications while employed by MPS, or who are hired with said credentials, (NBPTS for teachers, LISW/LICSW for SSWs, CCC for Speech Therapists, NCLEX/RN for LSNs, OTR/L for OTs, etc), two (2) lanes (i.e., columns), instead of one (1), on the Teachers Contract salary schedule, retroactive to July 1, 2021 . ~~in order to create parity with Propay courses offered by MPS.~~

~~7.4.11 ACTFL SUPPORT: Provide bilingual/multilingual staff opportunities to take the ACTFL assessment for free and compensate bilingual/multilingual teachers and related service professionals according to their proficiency level.~~

1. ~~Effective July 1, 2021, bilingual/multilingual staff in MPS will be offered the opportunity to take the ACTFL assessment, with the exam fee to be paid for by the district (limit one exam per school year).~~
2. ~~Bilingual/multilingual staff who receive an ACTFL Certified Rating of at least Advanced Low will receive a lane change on the teachers contract~~

7.4.12 BILINGUAL/MULTILINGUAL RECRUITMENT AND RETENTION INCENTIVE: Effective July 1, 2022 MPS will provide a $500 recruitment and retention bonus for bilingual/multilingual candidates and current staff for positions at schools with dual language or heritage language and cultural programming.

1. The bonus will be paid upon hire and demonstration of ACTFL Certified Rating of at least Advance Low or an equivalent language assessment as determined by the District in the language focus of the school.
2. To support this effort, MPS will offer and cover the cost of an ACTFL assessment for current staff and candidates for positions with a language requirement at schools and as outlined in section three (3) of this article.
3. Schools with dual language or heritage language and cultural programming include: Andersen (Spanish), Anishinabe (Dakota and Ojibwe) Emerson (Spanish), Green (Spanish), Henry (Hmong), Hmong International Academy (Hmong), Lyndale (Somali), Northeast (Dakota and Ojibwe), Olson (Hmong), Roosevelt (Spanish), Sanford (Ojibwe), Las Estrias (formerly Sheridan) (Spanish), South (Dakota and Ojibwe) Sullivan (Somali).~~, South (Dakota and Ojibwe).~~

7.4.~~10~~ 13 Annual Step Increments: The salary schedule provides for annual step increments after approval by the Board of Education. In order to qualify for a full step increment, an individual shall have been on the school payroll for not less than one semester, or 110 days in a prior school year. However, no more than one step increment can be earned in any one school year. Teachers on a PSP must successfully complete PSP requirements and return to PDP or GPDP status to get a step increase. The step will then be granted retroactive to the beginning of that school year once successfully completed. MPS will Update [HR Guidelines for Teacher Placement document](https://docs.google.com/document/d/1kH_NHEo9AbGNVFwKuHaEI33hHSpg2jkqskANDug0vnI/edit?usp=sharing) to reflect the above changes to the 21-23 contract.

**Proposal 9: Specialist Programming**

As part of this package, Union will agree to withdraw this proposal

**Proposal 10: SPED Caseload**

**12.2 Caseload Recommendations.**

**12.2.1 Special Education Teacher Caseload Recommendation:**

~~a. It is recommended that staffing caseloads take into consideration the need to engage in the broad range of professional activities necessary to:~~

~~1. Meet the intent of the Individuals with Disabilities Education Act (IDEA) by implementing appropriate and effective service options, and providing interventions designed to meet individual student needs,~~

~~2. Implement evidence-based practices, and~~

~~3. Meet mandated compliance, third-party billing, paperwork and other responsibilities.~~

~~b. Workloads for specific special education programs are delineated in MN Rule 3525-2325.~~

~~The following recommended caseloads are a goal to strive for while taking into consideration program, site, and individual student needs that determine the workload of special education teachers. The District will work towards reducing caseloads for special education staff.~~

Caseloads will follow either MPS Board Policy 5701 for Special Education Resource Teachers or Minnesota Administrative Rules, depending on teacher licensure and type of special education classroom (ASD, DCD, etc.). The Special Education Department shall enforce these ratios through the budget tie-out process. The District shall take all reasonable actions to finalize student placement decisions before budget tie-out to enable accurate data for determining student and staffing needs. Both parties acknowledge that additional placements may be needed.

**Audiologists:**  It is recommended that staffing caseloads of audiologists follow a ratio of 1:10,000 as a guideline at all general education settings across all grade levels.

**Developmental/Adapted Physical Education Teachers:** It is recommended that staffing caseloads of D/APE teachers follow a ratio of 1:40.

**Licensed Deaf/Hard of Hearing Itinerant Services Teachers:** It is recommended that staffing Caseload/Staffing of deaf/hard of hearing services teachers follow a ratio of 1:20.

**Licensed School Nurses:** ~~It is recommended that the District staff Licensed School Nurses at a 1:750 ratio for students in regular education, and 1:225 students in special education.~~ It is recommended that the District staff Licensed School Nurses based upon the Health Services Acuity Model.

**Occupational Therapists:**  It is recommended that staffing caseloads of occupational therapists follow a ratio of 1:25.

**Physical Therapists:** It is recommended that staffing caseloads of physical therapists follow a ratio of 1:25.

**School Psychologists:** It is recommended that staffing caseloads of school psychologists follow a ratio of 1:1,000 as a guideline at all general education settings across all grade levels.

**School Social Workers:**  Every school will have a minimum 1.0 School Social Worker. It is recommended that staffing caseloads of school social workers follow a ratio of 1:600 as a guideline at all general education settings across all grade levels. ~~This does not include special education allocations to school for citywide special education programs~~. Caseloads for school social workers shall follow a ratio of 1:250 at the 10% of elementary and Pre-K-8 schools with the highest proportion of students who qualify for educational benefits. If the District is unable to fill a social worker vacancy it will not be considered a violation of this article and will not be subject to grievance.

**Special Education Resource Teachers:**  ~~The District shall require buildings to staff special education resource teachers at a ratio of 1:20 but no greater than 1:23 students during the spring budget allocation staffing process. The Special Education Department shall enforce this ratio through the budget tie-out process. The District will work toward the reduction of maximum recommended caseloads for Special Education Resource Teachers from 1:23 to 1:20 as budget constraints allow.~~ The District shall require sites to follow MPS School Board Policy 5701 for staffing Special Education Resource Teachers. The Special Education Department shall enforce the formula through the budget tie-out process. The District shall take all reasonable actions to finalize student placement decisions before budget tie-out to enable accurate data for determining student and staffing needs. Both parties acknowledge that additional placements may be needed. If a Special Education Resource Teacher reaches a caseload of 23, an additional 55 minutes of due process time daily will be provided.

**Speech Language Clinicians:** It is recommended that the District staff speech language clinicians at a ratio no greater than 1:23 students.

**Vision Services Teachers:** It is recommended that staffing caseloads of vision services teachers follow a ratio of 1:22.

**12.2.2 Licensed School Counselors Caseload Allocation**

**Licensed School Counselors:** It is recommended that the District staff licensed school counselors at a 1:250 ratio for secondary counselors.~~, and 1:400 for elementary counselors~~. Licensed School Counselors shall follow a ratio of 1:250 at secondary schools with a student population of 70% or above qualifying for educational benefits. If the District is unable to fill a counselor vacancy it will not be considered a violation of this article and will not be subject to grievance.

If specific caseloads for social workers and counselors exceed the established caps, one of the following options may be implemented by the District with the goal being a cost-neutral option:

1. Balancing caseloads among other social workers and counselors
2. Adding licensed staff through the staff adjustment process
3. Reducing non-instructional duties
4. Other methods created collaboratively by the site, District, and MFT
5. At the end of the year, if a school ADM report indicates that the average number of students for the school year exceeded the established cap set forth above, the social worker or counselor shall receive a $1000 stipend.

 MPS will implement the solutions and communicate them to affected staff~~.~~

MPS and MFT agree that caseload caps will be reviewed and adjusted if MPS’ instructional model evolves and new models are created.

The caseload cap provision will not apply if any of the following apply:

* The District fails to renew any operating, class size, capital projects, or other voter approved referendum.
* Average Daily Membership (ADM) falls below 25,000 as reported by the Minnesota Department of Education.
* The percentage of students who qualify for educational benefits within the district fall below the state average.
* Moody’s, Standard and Poor’s (S&P) or Fitch Ratings (Fitch) lowers its rating on District debt or rates any district bond issue at or below the following grades:
	+ Moody’s: Baaa1
	+ S&P: BBB+
	+ Fitch: BBB+
* The District is in statutory operating debt (Statute: [MN Stat § 123B.81](https://law.justia.com/citations.html))

Caseload caps for social workers and counselors for each school year will take effect on October 1 of that school year and will extend until the end of that school year. The district retains all rights to create and modify budgets, allocate resources, project enrollment, place students, create or eliminate positions, and any other matters of inherent managerial policy.

**Proposal 11: Interview and Select**

As part of this package, the Union will agree to withdraw this proposal and accept Proposal 26 – Interview and Select.

**Proposal 12: Religious Leave – Dropped by MFT**

**Proposal 13: Nurse MOA – Tentative Agreement**

Whereas, MFT and Minneapolis Public Schools (“District”) share the desire to ensure that students in Minneapolis Public Schools have access to Licensed School Nurses during a health crisis that is the Covid-19 Pandemic.

Whereas, the District is drawing up contracts with Agencies to pay non-MFT and Non-MPS employees approximately $80/hour.

Whereas, MFT and the District recognizes critical understaffing issues in Health services.

Now, Therefore Be It Resolved That, MFT and the District hereby agree to the following for the 2021-2022 and 2022-2023 school years:

1. All Licensed School Nurses (LSN) that worked at least 110 days of the 2021-2022 school year and are working or on a District approved leave the final day of their contract year will receive a $1,000 pandemic longevity bonus.
2. 2. LSN Coaches will receive a one time $1000 bonus for the 2022 school year.
3. ~~In order to be eligible for the bonus, Licensed School Nurse and LSN Coaches must not have any substantiated incidents of physical maltreatment, harassment or discrimination of staff or students within the applicable incentive period.~~ In order to be eligible for the bonus, Licensed Schools Nurses and LSN Coaches who have been subject to Employee Relations-issued discipline must ~~have~~ successfully complete~~d~~ a restorative practice process identified by Employee Relations ~~and MFT to repair harm and restore relationships~~. The restorative practice process must be completed no later than the final day of their 2021-2022 contract year.
4. Licensed School Nurses and LSN Coaches who are working 0.5 to 1.0 FTE will receive the full bonus amount. Licensed School Nurses and LSN Coaches who are working less than 0.5 FTE will receive 50% of the bonus.
5. Starting on January 31, 2022, part time Licensed School Nurses who agree to pick up an extra full day of work approved by the Director of Health Services will be paid at their pro-rated hourly rate of pay for the hours worked in addition to a $50 bonus.
6. Starting on January 31, 2022, any LSN working extra hours will be paid their pro-rated hourly rate of pay for the extra hours worked as agreed upon by the Director of Health Services.
7. Newly hired nurses in the 2021-2022 will be offered a $1000 sign on bonus in lieu of the longevity bonus.
8. This MOA will sunset unless renegotiated prior to July 1, 2023.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the MFT, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

**Proposal 14: Due Process Time**

As part of this package, the Union will agree to withdraw this proposal.

**Proposal 15: PT Sick Leave – Tentative Agreement**

**Article 11 - Leaves of Absence**

**11.3   Wellness Pay Leaves:**

**11.3.1   Sick Leave:**

a.       Yearly Sick Leave Allowance: Teachers absent from duty because of personal illness or injury shall be allowed sick leave allowance at the rate of one (1) day per month in accordance with the following guidelines:

…

7. Less than Full-Time/Full-Year: ~~Teachers who are assigned less than a 0.5  FTE are not eligible for sick leave. Teachers who are assigned less than 1.0 0.5 or more receive a prorated amount of sick leave based on their assignment.~~ Teachers who work less than a 1.0 FTE will have their sick leave pro-rated in accordance with their FTE assignment. Teachers working less than a full school year may have their sick leave allowance prorated to the portion of the year they work unless otherwise indicated.

**Proposal 16: ESP Collaboration Time – Dropped by MFT**

**Proposal 17: COVID 2 – Dropped by MFT (embedded in Proposal 6)**

**Proposal 18: Reserve Sick Time – Dropped by MFT**

**Proposal 19: Placement**

## **MOA – Placement Process**

**WHEREAS,** the current collective bargaining agreement between the District and the Union specifies the Placement process (See Article 15: Transfer, Reassignment, and Recall); and,

**WHEREAS,** the District and the Union have a shared interest to provide the greatest opportunities for teachers to serve in assignments where they can be successful; and,

**WHEREAS,** the District and Union have a shared commitment to support teacher stability at schools with high concentrations of poverty;

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

1. **Holding of Vacancies:**  In order to minimize placements in racially isolated schools with high concentrations of poverty, MPS may hold vacancies at schools with a free and/or reduced lunch population less than the District average for the Spring 2022 and 2023 staffing cycles. The number of held vacancies will be based on 40% of the projected placement needs by licensure area. The District will share the list of vacancies that will be held with the MFT at contract administration prior to Interview and Select. These vacancies will not be included in the Interview and Select catalog.

2. **All Other Terms and Conditions.** All other terms and conditions of the collective bargaining agreement between the District and the Union relating to Interview & Select shall remain in force.

**BE IT FURTHER RESOLVED,** that to the extent 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 that may be cited for any grievance concerning any alleged violation of the contract.

 This MOA shall expire on June 30, 2023

**Proposal 20: Black Men Teach MOA**

**WHEREAS**, the MFT and MPS share a deep commitment to recruiting and retaining educators of color in order to remedy past, present and continuing effects of discrimination in MPS hiring practices, and specifically Black male educators in order to work to increase and retain teachers who reflect the diversity of the community served by the District;

**Whereas,** progress has been made in increasing the diversity of educators in our classrooms and learning environments which also improves academic outcomes;

**WHEREAS**, the MFT and MPS desire to partner to address challenges faced by Black male teacher candidates including recruitment, meaningful pathways to the education field, training and licensing opportunities and cost, induction and mentoring, school culture and contractual barriers.

**~~WHEREAS,~~** ~~MPS currently lacks a comprehensive and systemic approach to dismantling racist and inequitable practices, but seeks to create this in the Anti-Bias Anti-Racist Development and Support Council;~~

**WHEREAS**, MPS is in partnership with Black Men Teach, which is committed to addressing all barriers faced by Black male educators and supports the growth of Black male educators in MPS,

**NOW THEREFORE, BE IT RESOLVED; THAT** the parties agree to the following:

**School Partnerships:**

1. MPS, the MFT and Black Men Teach will identify two partnership elementary schools.

2. The MFT and MPS agree to hold vacancies at these partnership schools for Black Men Teach Fellows who are current teachers within MPS or receive an early contract with MPS.

~~3. The MFT and the MPS agree to excess or layoff teachers outside of seniority order to protect Black~~

 ~~Men Teach Fellows at the partnership schools.~~

**BE IT FURTHER RESOLVED,** that this Memorandum of Agreement shall expire on June 30, 2023 and shall not be subject to extension without a subsequent signed Agreement.

**BE IT FURTHER RESOLVED**, that this Memorandum of Agreement shall not establish a precedent or require the District to offer the same or similar incentive in the future.

**Proposal 21: Magnet PD MOA – Tentative Agreement**

WHEREAS, MFT and MPS are committed to supporting the successful implementation of magnet school programming

WHEREAS, professional development and structured collaborative time related to project based learning supports and furthers innovative curriculum design, magnet theme integration, and standards alignment and allows for collaboration beyond standard grade-level or subject teams.

WHEREAS, meetings can support additional PD opportunities that are related to planning, curriculum design and development, magnet theme specific goals and collaboration.

NOW THEREFORE, BE IT RESOLVED; THAT the parties agree to the following

Magnet Designation

1. Magnet Schools include: Bethune, Fair, Hall, Franklin, Sullivan, Emerson, Green, Las Estrias (formerly Sheridan), Andersen, Ella Baker, (formerly Jefferson), Marcy, Seward, Anishinabe (American Indian magnet), Roosevelt - Dual language program (pending board approval), ~~Heritage (pending board approval).~~

Professional Development:

During school year 2022-2023 and school year 2023-2024, teachers with any assignment at one of the following District Magnet School will participate in up to five (5) additional duty days or equivalent time for professional development/collaboration beyond what is agreed to in the master CBA between MPS and MFT.

1. The District’s Academic team in partnership with each school’s Principal and Instructional Leadership Team will determine the specific schedule and topics to be addressed during the professional development/collaboration days or extended time.  The School Principal, the Associate Superintendent, and instructional leadership team will also seek input from the teaching staff on the schedule and topics.  ~~The school’s Associate Superintendent will be informed have final approval of the plan.~~
2. Teachers at Magnet Schools who work additional days beyond the regular duty year (196 days) agreed to in the Collective Bargaining Agreement will be paid their regular daily rate for the additional days and need to sign a form stating that they understand that the extended time is not guaranteed in future years.  If additional days will be added to the following school year, staff will be notified prior to March 15th or the start of the Interview and Select process, whichever occurs earlier.
3. ~~During school year 2022-2023 and school year 2023-2024, teachers with any assignment at one of the following District Magnet School will agree to attend two additional meetings per month during the duty day that further the school's thematic work and are not the general staff meetings.  These additional meetings will be compensated by an annual stipend of $2,000.00.~~

**Proposal 22: Quaranteams – Dropped (embedded in Proposal 6)**

**Proposal 23: Coaching**

Schedule C1 and C2 Coaches:

MPS will increase Coach stipends as outlined in schedule C1 and C2 by 20% effective July 1, 2022, for Fall sports for the 2022-23 school year.

**Proposal 24: Bilingual MOA – Dropped (embedded in Proposal 8)**

**Proposal 25: Class Size & Caseload MOA – Dropped**

**Proposal 26: Interview & Select MOA**

## **MOA – STREAMLINED INTERVIEW & SELECT PROCESS**

This Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools, Special District No. 1 (District,) and the Minneapolis Federation of teachers (Union,) to specify certain terms and conditions relating to the Interview & Select staffing and placement process.

**WHEREAS**, the current collective bargaining agreement between the District and the Union specifies the Interview & Select (I &S) process (See Article 15: Transfer, Reassignment, and Recall); and,

**WHEREAS**, the District and the Union have a shared interest to improve and streamline the Interview & Select process to provide the greatest opportunities for teachers to serve in assignments where they can be successful; and,

**WHEREAS**, the District and Union have a shared commitment to recruit and hire effective and diverse teachers; and,

**WHEREAS**, the District and the Union acknowledge that the Spring 2022 hiring timeline for the 2022-2023 school year may be delayed; and

**WHEREAS,** the District and the Union have committed to collaborate to create a refined Interview & Select process.

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

1. Implementation of streamlined Interview & Select Process. The streamlined Interview & Select process initiated by this MOA shall be in effect for the next two (2) staffing cycles during Spring 202~~0~~2 and 202~~1~~3, for the ~~2020-2021~~ 2022-2023 and ~~2021-2022~~ 2023-2024school years.

2. Timeline for streamlined Interview & Select Process. The parties agree to create a streamlined Interview & Select process with the following components:

a. The schedule for postings, interviews and transfers to occur will be reviewed at contract administration. Once finalized, the schedule will be posted online and emailed to staff.

b. Within 10 duty days after the District’s Budget Tie Out (BTO) deadline, the catalog of open positions will be posted online for teachers to begin the application process. The catalog will be sent to the Union and principals. The catalog of open positions will be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.

c. Candidate Pool: The interview pool shall consist of eight (8) candidates for each position which shall include the top four (4) senior applicants, two (2) applicants currently teaching in the District, and two (2) applicants to be selected by the site interview team which may include those who have signed early contracts to teach the following year.

i. In instances where there are fewer than six (6) current educators who have applied for a position, additional early contract educators can be chosen for interview, up to a total of eight (8) candidates.

ii. In instances where one candidate pool may be used to interview for multiple identical positions at a school, the total number of applicants who interview will be equal to or less than to sum of the total number of interview positions times eight and the candidate ratio from 2c shall be observed.

d. One (1) Round, Central Location: Approximately five (5) duty days after the positions have been released and teachers have applied for interviews, there will be one (1) round of interviews. Interviews will be conducted online to minimize disruption to schedules outside of the school day and to protect employee privacy.  ~~in 1-2 days at a central location to be determined. As a courtesy to candidates and interview teams, the District will make a good faith effort to avoid arena style seating to ensure privacy and candor during interview sessions~~.

e. Teachers will receive an email notification from the posting system informing them of the job offer. 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.

f. Matching, Placement: Approximately five (5) duty days after the conclusion of Interview & Select, the District and the Union will initiate the Matching and Placement processes as designated in the collective bargaining agreement.

3. Teacher Movement. Teachers will be allowed to accept only one assignment (1) time during the streamlined Interview & Select process.

4. Interview Teams. The Union Stewards and site administration shall have flexibility to create interview teams to meet the needs of their interview schedules, such as using blended teams of teachers at various grade levels to accommodate a high volume of interviews during the interview period each round. The selection of teachers on the interview team shall be governed by the collective bargaining agreement.

5. Excessed Staff Participation in Interview Process: Because school programs are unique, it is important that teachers make informed decisions regarding their teaching assignments. To assure that excessed teachers apply for positions that fit their interests, experience, training, and skills, they shall participate in the interview process whenever positions in their licensure area(s) are available. The District and Union will collaborate to ensure that all excessed teachers participate in interviews or matching in order to reduce the need for placement.

6. Administrative Team Notification: Any changes to administrative assignments will be communicated to District employees in advance of the first round of Interview and Select if available.

~~6~~ 7. Labor-Management Placement Committee. The Labor/Management Placement Committee (Placement Committee; made up of the District, Teachers’ Union and Principals’ Forum) will provide advice and counsel regarding the Interview & Select process, and help problem-solve issues relating to logistics and implementation.

Data: The Placement Committee will determine the scope of its work as needed. Annually, at a minimum, the Placement Committee shall be provided data by the District as follows:

a. To determine whether sufficient vacancies were made available to accommodate all excessed staff identified at BTO, the District will provide a list of vacancies by site, licensure area(s), FTE, staff who transferred, and other pertinent aggregate data as determined by the Placement Committee;

b. To determine the effectiveness of this MOA, annually within 60 days of the conclusion of Interview & Select, the District will aggregate and provide transfer data for each license area indicating:

 i. Whether the candidate who secured the position was:

1. One of the top four (4) most senior candidates; or,

2. One of the two (2) internal candidates currently working in the District; or

3. One of the two (2) external candidates hired under an early contract for the following school year.

 ii. Whether candidates who secured the position self identify as people of color and/or white.

~~7~~.8. All Other Terms and Conditions. All other terms and conditions of the collective bargaining agreement between the District and the Union relating to Interview & Select shall remain in force.

BE IT FURTHER RESOLVED, that to the extent 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 that may be cited for any grievance concerning any alleged violation of the contract.

This MOA shall expire on June 30, 202~~1~~3,

**Proposal 27: Specialist MOA**

**WHEREAS**, Minneapolis Public Schools and the MFT have a shared interest in working towards equitable specialist staffing levels; and

**WHEREAS**, Small schools have the least flexibility in providing specialist time; and

**WHEREAS**, MPS has invested in instrumental music and supports growth in P.E., Arts and Music Standards;

**NOW THEREFORE, BE IT RESOLVED; THAT** the parties agree to the following:

1. MPS will invest a total of $1,00,000.00 in ESSER funding for SY 22-23 ($500,000) and SY 23-24 ($500,000) to support specialist programming at ten (10) small elementary schools (0.5 FTE per school per year).
2. Schools included are schools that currently receive a small school subsidy from the District. This includes: Anishinabe Academy, Cityview, Hall Stem Academy, Hiawatha, Hmong International Academy, Howe, Jenny Lind, Nellie Stone Johnson, Pratt and Lake Nokomis Wenonah

3. The investment will be used to fund partial specialist positions as determined in collaboration with the Instructional Leadership team and input from the staff.

This MOA shall expire on June 30, 2024.