### **MFT Comprehensive Package Proposal Presented to the MPS**

March 21, 2022 3:35 pm

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### **Color-Coding Key**

- **Orange Highlight** = Close to TA or TA (Close: Proposal 6 & 13; TA: Proposals 15 & 21)
- Yellow Highlight = Different from last MPS proposal
- **Green Highlight** = Agreed to by both parties
- Red highlight = Dropped (If previously dropped and both parties agree, it has been removed from this document. For reference, dropped proposals are Proposals 2, 3, 11, 16, 17, 18, 22, 24)

# PROPOSAL 1: ABAR Development and Support Council (with EOC proposal embedded)

### 3.5.7 Anti-Bias Anti-Racist Staff Development and Support Council

**3.5.7.1 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.

#### 3.5.7.2 Purposes:

- a. <u>Provide culturally responsive support for BIPOC educators to increase retention and</u> <u>success</u>
- b. <u>Provide professional development and support to effectively disrupt and dismantle racist</u> <u>and oppressive policies, practices, and interpersonal behaviors</u>
- c. <u>Address trends or patterns that may be observable through the data collected</u> from <u>surveys; incident forms; and exit interviews provided, collected, and reviewed by the</u> <u>Union and the District.</u>

**3.5.7.3 Composition:** The council shall include district-wide representatives. The following members represent established programs, committees or groups that include, but are not limited to:

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

The council will be led by three co-chairs. The MFT Licensed and ESP co-chairs will be appointed by MFT. The district co-chair will be appointed by the Superintendent. The co-chairs will convene and facilitate meetings to occur quarterly, with the Area Anti-Bias Anti-Racist Committees and other working groups meeting quarterly or more as needed.

### 3.5.7.4 Area Anti-Bias Anti-Racist Committees:

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

- <u>Supporting leaders to solve problems with incorporating anti-bias anti-racist practices</u> into the daily experiences for students, families, educators, and community members, <u>based in data collected from current employees, students, families, and community</u> <u>members;</u>
- <u>Collaborating with the Human Resources Department</u> to develop and implement <u>effective strategies for hiring and retaining a diverse workforce;</u>
- 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;
- <u>Developing and maintaining Modeling</u> anti-bias anti-racist teaching and learning <u>environments</u>
- <u>Collaborating on an educational campaign and restorative practice protocol to address</u> <u>harassment, discrimination, exclusion, and other forms of hate-bias.</u> <u>District staff on hate-bias protocol.</u>
- <u>Making recommendations to effectively implement identified disparity reduction</u> <u>strategies.</u>

### 3.5.7.5. District Mentoring Support

The District will provide additional supports for MPS educators that will include oppression disruption and radical support. Prioritizing non-tenured educators who are members of populations underrepresented among licensed teachers in the district, all MPS educators will have access to wrap-around support defined as follows:

- <u>Navigational support with district services (Human Resources, Employee Relations,</u> <u>Teaching and Learning, Instructional Technology, Mentoring services, etc),</u>
- 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.

• <u>Comprehensive mentor support with several points of contact</u>, grounded in support and peer coaching, not evaluation.

To effectively provide this essential support, MPS commits to 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 and will be hired by a joint MFT/MPS hiring committee.

#### Site and district mentor ratios shall be as follows:

i. Site 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.

<u>ii. District mentors = 1 per 25 untenured licensed staff</u>, plus 1 per tenured licensed Staff who request mentoring support

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

a. The District will share a quarterly report containing public data of all Teachers who are identified as meeting one or more of the aforementioned categories if available <del>and if public</del> <del>data</del> (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, if deemed necessary.

i. If the separation is by the educator's choice and is the result of inequitable 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 guestions 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.

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.

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

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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.

#### ARTICLE 15:

A. 15.2.5 Excessed Teachers:

b. Staff Reductions...

<u>Starting with the Spring 2023 Budget Tie-Out Cycle, if excessing a teacher would prevent students from</u> having access to a teacher who is a member of a population underrepresented among licensed teachers in the site, the District shall retain the teacher over the next least senior teacher who does not qualify for the above exemption.

### B. 1. 15.9.2 Staff reduction:

### d. Involuntary Reassignment:...

<u>Starting with the Spring 2023 Budget Tie-Out Cycle, if excessing a teacher would prevent students from</u> having access to a teacher who is a member of a population underrepresented among licensed teachers in the site, the District shall retain the teacher over the next least senior teacher who does not qualify for the above exemption.

### C. 15.10.7 Reinstatement:

**d. Reinstatement Order:** Reinstatement must be in the inverse order of placement on lay off. <u>The District shall prioritize the recall of a teacher who is a member of a population underrepresented</u> <u>among licensed teachers in the District. To do this, the District shall recall a teacher under the next most</u> <u>senior teacher who does not qualify for this exemption.</u>

### D. 15.10.12 Exemption from Layoff for Designated Programs/Staff

Teachers working in the following programs may be exempted from district-wide layoff outside of seniority order to 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 2020-21 through 2022-2023, the 15 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 **by February 1** 

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

f. <u>Teachers who are members of populations underrepresented among licensed teachers in the</u> <u>District if placing the teacher on layoff would prevent students from having access to teachers</u> who are members of populations underrepresented among licensed teachers in the site, over the next least senior teacher who does not qualify for the above exemption.

15.10.13: Staff Adjustment Labor Management Committee Review:

<u>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.</u>

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

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

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. <u>The extent to which budget increases and cuts, excess and anticipated layoff of staff</u> and/or other budgetary changes result in inequitable outcomes
- II. <u>Whether educators excessed, non-renewed, or laid off self identify as people of color</u> 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 4: TEACHER ASSIGNMENTS AND SCHEDULES (LOST PREP PAY)

Article 2 Teacher Assignments and Schedules

2.4.5 Reimbursement for Lost Preparation Time or Duty-Free Lunch

- a. Purpose: All teachers/RSPs are entitled to a preparation time and one-half hour daily duty-free lunch period every day within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, to plan, prepare, and resource the next steps needed with students. It is not time for conducting special education evaluations, re-evaluations, or complying with procedural requirements.
  - Pay Rate: 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 at the their an hHourly flat Pro-rated rRate of pay for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at the their hHourly Pro-rated rRate of pay for the lost preparation period. These charges will be paid from district funds, and will not be paid from the work site budget.
  - Additional Students: 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 the their Hourly <u>Pro-rated</u> rRate of pay for each hour that additional students are placed with them.

<u>Any licensed staff member who is assigned to take the place of reserve teachers</u>, Special Education Assistants (SEAs) or other student support staf<u>f who are absent shall be reimbursed at</u> <u>their Hourly Pro-rated Rate of pay for the time that they are displaced from their regular job</u> <u>responsibilities</u>.

### ...

#### 7.15 Hourly Pro-rated Rate:

7.15.1 Compensation Rate: Teachers shall be compensated at the Hourly Pro-rated Rate of pay for work performed for student instructional time outside the regular day and year, such as summer school and extended day/year teachers. <u>Teachers shall be compensated at the Hourly Pro-rated Rate of pay for Lost</u> <u>Preparation or duty-free lunch periods and/or each hour they are assigned Additional Students (See</u> <u>Article 2.4.5</u>). Such teachers are paid at their current step and lane placement computed to an hourly rate.

\*Summer school rates are calculated based on the annual pay earned in the school year in which summer session starts and the same rate remains in effect throughout that session.

#### 7.16 Hourly Flat Rate:

7.16.1 Description: Teachers shall be compensated at the Hourly Flat Rate of pay for work performed as specifically indicated in the Agreement, such as hourly employment, <del>lost preparation or lunch time reimbursement, extended-time program assignments (see Schedule "D"), and for work performed beyond the teacher's defined day not otherwise defined in this Agreement.</del>

To compute the Hourly Pro-rated Rate, divide the teacher's current annual salary\* by the teacher duty days; that result is further divided by the hours in the teachers' regular duty day less 30 minute duty-free lunch. Furthermore, teachers shall be paid one half (½) the amount of the full hourly rate for each additional full thirty (30) minutes worked. The hourly rate will be based upon 196 duty days per year and 7½ (8 hours per day less ½ hour duty free lunch).

...

#### SCHEDULE G STAFF DEVELOPMENT, OTHER HOURLY RATES, STIPENDS

Hourly Pro-rated Rate:

Teachers shall be compensated at the Hourly Pro-rated Rate of pay for work performed for student instructional time outside the regular day and year, such as summer school and extended day/year teachers<u>. Teachers shall be compensated at the Hourly Pro-rated Rate of pay for Lost Preparation or</u> <u>duty-free lunch periods and/or each hour they are assigned Additional Students (See Article 2.4.5)</u>. Such teachers are paid at their current step and lane placement computed to an hourly rate.

To compute the Hourly Pro-rated Rate, divide the teacher's current annual salary\* by the teacher duty days; that result is further divided by the hours in the teachers' regular duty day less 30 minute duty-free lunch. Furthermore, teachers shall be paid one half (½) the amount of the full hourly rate for each additional full thirty (30) minutes worked. The hourly rate will be based upon 196 duty days per year and 7½ (8 hours per day less ½ hour duty free lunch).

[\*Summer school rates are calculated based on the annual pay earned in the school year in which summer session starts and the same rate remains in effect throughout that session.]

### Hourly Flat Rate: \$<del>25</del>50/hr

Teachers shall be compensated at the Hourly Flat Rate of pay for work performed as specifically indicated in the Agreement, such as hourly employment, <del>lost preparation or lunch time reimbursement,</del> extended-time program assignments (Article 7.21.1, and generally; Schedule "D"), and for work performed beyond the teacher's defined day not otherwise defined in this Agreement.

Teachers shall be paid at this rate for each full hour of time outside the defined school day during which they participate in approved activities. In addition, they shall be paid one half (½) the amount of this rate for each additional full thirty (30) minutes worked.

# **PROPOSAL 5: CLASS SIZE**

ARTICLE 12. WORKING CONDITIONS 12.4 General Education Class Size Caps

Small classes ensure students receive individual, timely, meaningful attention and feedback and allow teachers the ability to maintain a positive, productive, student-centered classroom. With these factors in mind, class sizes shall be limited to:

	Schools with Higher Free/Reduced Lunch rate (=>70%)	Schools with Lower Free/Reduced Lunch rate (<70%)
	<u>Cap</u>	<u>Cap</u>
<u>PreK</u>	<u>18</u>	<u>20</u>
K	<u>22</u>	<u>24</u>
<u>1-2</u>	<u>22</u>	<u>26</u>
<u>3rd Grade</u>	<u>22</u>	<u>30</u>
<u>4-5</u>	<u>28</u>	<u>32</u>
<u>6-8</u>	<u>36</u>	<u>38</u>
<u>9-12</u>	<u>36</u>	<u>40</u>

<u>Class size exemptions include vocal and instrumental classes, where larger numbers of students</u> might better serve the vocal and instrumental programs. These numbers will be determined at each site by agreement with administration and licensed staff.

Exceptions may be made for subject areas such as certain Career and Technical Education classes or lab-based classes where smaller numbers of students might better serve the program due to safety considerations. Such classes are limited at 75% of the class cap with agreement from the subject department at the site.

<u>Specialty classes (ie., guitar, College in the Schools, etc.) that require smaller caps will be</u> <u>determined by agreement with administration and licensed staff.</u>

Changes to class size must be a joint agreement between administrators and licensed teacher.

This class size and caseload reporting process will reflect an accurate accounting of class sizes based on enrollment per course, classroom, and/or caseload per educator. The staff adjustment committee will meet several times in the fall to make decisions on class sizes and caseloads by October 1st. Thereafter, additional meetings will be scheduled guarterly 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. Specialists will be held to the same class size caps except as noted above.

<u>If specific class sizes exceed the established caps, one of the following options will be implemented, with the goal being a cost-neutral option:</u>

a. Co-teaching opportunities-<del>based on models created by sites in collaboration with MFT</del> b. Additional Educational Support Professionals (ESPs)

c. Balancing class sizes among grade levels or subject area

d. Adding licensed staff through the staff adjustment process or reassigning

non-classroom licensed staff to classroom positions

e. Reducing non-instructional duties

f. Additional weekly preparation time

g. Other methods created collaboratively by the site, District and MFT.

<u>MPS will implement the agreed-upon solutions and communicate them to affected staff, students, and families by the mid-quarter reporting period of each academic quarter.</u>

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

### **Evaluation**:

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

- <u>Student Achievement What measurable and relevant impacts class size caps had on the</u> <u>achievement of students in the district.</u>
- Fiscal Resources What measurable and relevant impacts class size caps had on the financial health of the district.
- Enrollment What measurable and relevant impacts class size caps had on the enrollment of the district.

# PROPOSAL 6: COVID MOA

### **PROPOSAL 6: COVID MOA**

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 third 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 work-because 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.

- A. 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.
- B. 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.
- C. 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:

- A. 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.
- B. 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.
- C. The District will also provide funding to schools for quaranteams during the second semester and the 2022 summer school session.
- D. 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:

A. 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 duties-during 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:

- 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 may request 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 jointly created 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 the end of the 2021-2022 school year the beginning of the 2022-2023 school year 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: SALARY AND BENEFITS**

### <u>2021-2022:</u>

- 1. Steps and lanes.
- 2. Add <u>5.0%</u>to the salary schedule.

3. <u>One-time lump sum bonus payment of \$2,000.</u>

4. Add <u>5.0%</u> to Schedules - C, D, E, and F (co-curricular, athletic, student activity/programs, coaching/coordinating, extended-time program assignments, etc.), eff. 7/1/2021.

- 5. Reserve Teachers, effective 9/8/21:
  - Article 8.4.2: Incentive for Hard to Staff Priority-Schools: The District shall pay an incentive in the form of a \$160 stipend to teachers who serve three (3) consecutive student days at Priority-schools where the reserve fill rate is less than <u>75%</u>. To receive the stipend, a short-call reserve teacher must serve three (3) consecutive student days at the same Priority School or Special Education site.
- 6. Other Rates:
  - a. Flat Hourly rate: \$25/hr to \$50/hr.
  - b. Hourly Staff Development Rate: \$25/hr to \$50/hr.
  - c. Any salaried teacher or RSP who works additional hours to cover for the absence of any other salaried teacher or RSP will be paid their Direct Instruction Rate.
- 7. Health Insurance: Increase MPS contribution to Dependent/Family health insurance by \$600, eff. 7/1/21.
- 8. Retro will be paid within 60 days of ratification.

### <u> 2022-23:</u>

- 1. Steps and lanes.
- 2. Add <mark>4</mark>% to the salary schedule, eff. 7/1/22.
- 3. One-time lump sum bonus payment of \$2,000.
- 4. Add <mark>4</mark>% to Schedules C, D, E, and F (co-curricular, athletic, student

activity/programs, coaching/coordinating, extended-time program assignments, etc.), eff. 7/1/22.

Benefits - Keep existing contract language with the addition of #7 under the 2021-22 Salary and Benefits proposal

# **PROPOSAL 8: PAY PARITY & ABE**

**7.1 Salary:** Teachers shall be paid in accordance with the salary schedules adopted by the Board of Education for the 2021-2023 contract period.

### 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.

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

. . .

### 7.4.2 Prior Experience:

a. Most Recent Ten (10) Twenty (20) Years: Experience earned in the ten (10) twenty (20) Yyears 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.

 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.
 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) Twenty (20) Years: Experience earned before the ten (10) twenty (20) 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

### MFT Comprehensive Package Proposal Presented to the MPS

### March 21, 2022

<u>currently counted at one (1) step for every two (2) years as one (1) step per year, effective July 1, 2021, in</u> order to attract and retain high quality educators.

3:35 pm

• • •

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, <del>as a tenured teacher,</del> 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, (such as but not limited to NBPTS for teachers, LISW/LICSW for SSWs, LPC/LPCC/LAMFT/LMFT for School Counselors, 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.

7.4.121 BILINGUAL/MULTILINGUAL RECRUITMENT AND RETENTION INCENTIVE: Effective July 2, 2022 MPS will provide a \$500 recruitment bonus for bilingual/multilingual candidates and current staff for positions at schools with dual language or heritage language and cultural programming.

- <u>The bonus will be paid upon hire and demonstration of ACTFL Certified Rating of at least</u> <u>Advanced Low or equivalent language assessment as determined by the District in the</u> <u>language focus of the school.</u>
- To support this effort, MPS will offer and cover the cost of an ACTFL assessments for current staff and candidates for positions with a language requirement at schools and as outlined in section three (3) of this article.
- 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 Estrellas (formerly Sheridan) (Spanish), South (Dakota and Ojibwe), and Sullivan (Somali), and Wellstone (Spanish).

**7.4.10 <u>12</u> 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. <u>MPS will update</u> **11 Guidelines for Teacher Increment Contract.** 

# **PROPOSAL 9: SPECIALIST PROGRAMMING**

**<u>12.5</u>** SPECIALIST STAFFING MINIMUMS: Effective July 1, 2022, the District will increase staffing of licensed teachers in art, music, and physical education at each site <u>at a minimum of .5 FTE per 300</u> students, with a targeted staffing rate of 1.0 FTE per 300 students.

12.5.1 **INSTRUMENTAL/CHORAL MUSIC:** The instrumental music program will be staffed by licensed instrumental music teachers to provide fourth (4th) through twelfth (12th) grade students instrumental music. There will also be sufficient FTEs at each middle and high school setting to ensure a choral program is offered.

12.5.2 **LIBRARY/MEDIA SPECIALISTS:** The District will develop and communicate a plan for the staffing of School Library Programs at sites to be increased to the levels specified by MPS Teaching and Learning, beginning in the 2022-2023 school year:

### **Staffing for Library Media Specialists**

EnrollmentLicensed Library Media Specialist1-500 students1.0 FTE501-750 students1.5 FTE751-1000+ students2.0 FTE + recommend AE (40)

(based on Staffing Recommendations from MPS Teaching and Learning).

**12.5.3 EQUITABLE STAFFING:** To ensure equitable specialist staffing levels are reached in timely manner, the District shall meet the following goals according to the stated school years:

- 1. In the 2022-23 school year, MPS will report and address the inequities in staffing across the district and increase staffing where it is needed most. MPS schools staffed at less than 50% of these minimums will see budget increases for the SY24 sufficient for bringing these schools up to 75% of these staffing minimums, while maintaining staffing levels in schools which meet these staffing minimums.
- 2. For the 2024-25 SY, all schools will receive budgets that enable specialist staffing at these established minimums.
- 3. Funding to reach these minimum staffing targets will be included in the predictable staffing model and principals will be advised to use predictable staffing dollars for equitable specialist programming.

# PROPOSAL 10: SPECIAL EDUCATION CASELOADS, RSP CASELOADS, AND MENTAL HEALTH SUPPORTS

**12.2** Caseload Recommendations.

12.2.1 Special Education Teacher Caseload Recommendation: Special Education Resource Teacher Caseloads:

**SPECIAL EDUCATION RESOURCE TEACHERS (SERTs):** The District shall require <u>sites</u> <u>buildings</u> to staff special education resource teachers at a ratio of <u>1:18 at the elementary level and</u> 1:20 <u>at the secondary</u> <u>level, but no greater than 1:20 at the elementary level and</u> 1:23 <u>at the secondary level</u> <u>students</u> during the spring budget allocation staffing process. The Special Education Department shall enforce this ratio through the budget tie-out process. The District shall work toward the reduction of maximum recommended caseloads for Special Education Resource Teachers <u>as noted above</u>. <u>from 1:23 to 1:20 as</u> <u>budget constraints allow</u>. <u>The district shall take all reasonable actions to finalize student placement</u> <u>decisions before budget tie-out to enable accurate data for determining student and staffing needs</u>. <u>Both parties acknowledge that additional placements may be needed after summer student address</u> <u>changes</u>.

12.2.2 Special Education Teacher Caseload Recommendation: <u>RELATED SERVICE PROFESSIONAL</u> CASELOADS:

<u>If the District is unable to fill a vacancy in any of these related service professional categories, it will</u> not be considered a violation of this article and will not be subject to grievance.

AUDIOLOGISTS: It is recommended that staffing <u>Caseloads of audiologists shall</u>follow a recommended ratio of 1:5,000 with a capped ratio of 1:10,000 districtwide. as a guideline at all general education settings across all grade levels.

DEVELOPMENTAL/ADAPTED PHYSICAL EDUCATION TEACHERS (DAPE): It is recommended that staffing Caseloads of DAPE teachers shall follow a recommended ratio of 1:30, with a capped ratio of 1:40.

**EARLY CHILDHOOD SPECIAL EDUCATION (ECSE):** Caseloads of ECSE shall follow a **capped** ratio of no more than 1:16.

**LICENSED DEAF/HARD OF HEARING ITINERANT SERVICES TEACHERS:** It is recommended that staffing Caseload/Staffing of deaf/hard of hearing services teachers <u>shall follow a recommended ratio of 1:18</u>, and a <u>capped</u> ratio of 1:20.

LICENSED SCHOOL COUNSELOR: It is recommended that the Every secondary school will have a minimum of a .5 minimum of 1.0 Licensed School Counselor and every elementary school will have a minimum of a .5 FTE Licensed School Counselor. The District shall staff licensed school counselors at a recommended ratio of 1:250 ratio for elementary, middle, and high schools for secondary counselors, with a targeted capped ratio of 1:300 students., and 1:400 for elementary counselors, with a capped ratio of 1:450 students. Additional allocations beyond this minimum staffing pattern shall be provided to each building, as necessary. Starting with the 2023-2024 school year, the parties will meet to review current enrollments and discuss allocations for the upcoming school year. The district will commit to meeting these staffing numbers at 50% in SY 2023, 75% SY 2024, to full staffing in SY 2025, prioritizing staffing increases in Schools with >70% of free and reduced lunch.

LICENSED SCHOOL NURSE: 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. Every school will have a minimum of 1.0 Licensed School Nurse. Additional allocations beyond this minimum staffing pattern for LSNs as indicated by the workload/caseload formula or nursing acuity model shall be provided to each building. Starting with the 2023-2024 school year, the parties will meet to review current enrollments and discuss allocations for the upcoming school year. The district will commit to meeting these staffing numbers at 50% in SY 2023, 75% SY 2024, to full staffing in SY 2025, prioritizing staffing increases in Schools with >70% of free and reduced lunch.

**OCCUPATIONAL THERAPISTS:** It is recommended that staffing Caseloads of occupational therapists shall follow a recommended ratio of 1:25 with a capped ratio of 1:50.

**PHYSICAL THERAPISTS:** It is recommended that staffing caseloads of physical therapists shall follow a recommended ratio of 1:25 with a capped ratio of 1:50.

SCHOOL PSYCHOLOGISTS It is recommended that staffing Caseloads of school psychologists <u>shall</u> follow a <u>recommended</u> ratio of 1:<del>1000</del> <u>500</u> as a guideline at all general education settings across all grade levels-, with a capped ratio of 1:750 at all general education settings across all grade levels. For school psychologists working with students receiving special education services, caseloads shall follow a recommended ratio of 1:125, with a capped ratio of 1:175. Starting with the 2023-2024 school year, the parties will meet to review current enrollments and discuss allocations for the upcoming school year. The district will commit to meeting these staffing numbers at 50% in SY 2023, 75% SY 2024, to full staffing in SY 2025, prioritizing staffing increases in Schools with >70% of free and reduced lunch.

SCHOOL SOCIAL WORKERS: 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. There shall be a minimum of one Licensed School Social Worker in every site every day for each duty day of the established work week. Every school will have a minimum of 1.0 School Social Worker. Additional allocations beyond this minimum staffing pattern indicated by the workload/caseload formula shall be provided to each building. The District shall staff additional School Social Workers at a 1:250 ratio for elementary, middle, and high schools, with a capped ratio of 1:300 students.

**SPEECH LANGUAGE CLINICIANS:** It is recommended that the <u>The</u> District <u>shall</u> staff speech language clinicians at a <u>recommended</u> ratio no greater than 1:23 students, with a capped ratio of 1:28 students.

VISION SERVICES TEACHERS: It is recommended that <u>The</u> District <u>shall</u> staffing caseloads of vision services teachers follow <u>at</u> a <u>recommended</u> ratio of 1:22, with a capped ratio of 1:28 students.

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

a. Additional Educational Support Professionals (ESPs) when applicable

<u>b. Adding licensed staff through the staff adjustment process or reassigning RSP that</u> have lower caseloads

<mark>c. Reducing</mark> non-job specific <mark>duties</mark>, such as but not limited to study hall, lunch duty, hallway supervision, etc.

<del>d. Additional due process time</del>

e. Other methods created collaboratively by the RSP, Site(s), District and MFT.

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.

### 12.3 SPECIAL EDUCATION LABOR MANAGEMENT COMMITTEE: (SELM)

12.3.1 Purpose: A joint committee shall meet on a monthly basis to develop and review policies and practices related to the delivery of student and Special Education services in the District and be proactive in resolving issues of concern to both parties.

12.3.2 Membership: The committee shall consist of an equal number of members appointed by the President of the Minneapolis Federation of Teachers, Local 59 and the Superintendent. As much as possible, the committee will represent all areas of special education. The MFT President shall review and appoint MFT members and the Superintendent shall review and appoint District representatives.

\*NOTE: MFT has dropped a language proposal that would mandate a professional leadership pay stipend for all SELM committee members.

# **PROPOSAL 12: INTERVIEW AND SELECT**

Article 15: Transfer, Reassignment and Recall

15.2 A summary of the key provisions of the Transfer and Reassignment Procedure:

\*\*\* Note: In accordance with the "Streamlined Interview & Select Process" MOA, interviews will take place at a central location and there will be one move permitted during the two rounds of I&S. See MOA in Section IV. of this Agreement.

15.2.6 Interviews – Candidate Pool:

...

a. Candidate Pool: The interview pool for each position will include the top four (4) senior applicants and four (4) other applicants to be selected by the site interview team.

Candidate Pool: The interview pool shall consist of up to eight (8) candidates for each position, which shall include teachers currently teaching in the District, and up to two (2) applicants who have signed early contracts to teach the following year.

B. Confirmation or Declination Required: Once selected for an interview, teachers need to confirm or decline their intent to participate in the interview process.

C. Decision-Making Process: Once all of the interviews are conducted, the team will review the results of the interviews, the administrator will conduct reference checks and through a consensus process, the interview team will identify acceptable candidates for the position and may rank their top acceptable candidates in order of priority. If the team is unable to reach consensus, the principal will make the final decision. If the principal is not available for the entire interview process, he/she will delegate their decision-making authority to the team.

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

15.2.7 \*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)- Teachers will be able to make up to two (2)\* one move during the transfer process.

•••

15.4.8 Interview and Select Rounds: Transfers shall take place <u>over two<del>one</del>(2)</u> I&S transfer rounds<sub>F</sub>. \*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement).

15.4.9 Scheduling: The schedule for postings, interviews and transfers to occur will be reviewed at contract administration. The Interview and Select process will begin no later than February 15th of any given calendar year.

15.4.10 Notification of Openings: All licensed staff will be notified of the opening of each transfer round via email.

15.4.11 Number of Positions & Moves Allowed: Teachers may seek an interview for any number of positions each round and participate in all rounds and may move twice if desired. \*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)

15.4.12 Posting Requirements: District-wide postings include a specific job description including grade level for potential applicants to access.

15.4.13 Online Posting System: Candidates shall go online to upload their resume and sign up for interviews for positions by the designated time <u>for an online interview</u>.

15.4.14 Seniority: Candidates will be able to view their seniority order ranking online in the I&S system within the applicant pool for any posting.

15.4.15 Scheduling of Interviews: A defined interview period will be designated for each I&S cycle. Interviews will be scheduled <del>at the site at which the position is open</del> <u>online to minimize disruption</u> to schedules outside of the school day and to protect employee privacy.

# **PROPOSAL 13: NURSES MOA**

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:

- 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 completed 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.
- 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, union will agree to withdraw this proposal.

### 2.4.1 Definition: ...

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

**c. Due Process Time:** To protect preparation time, all special education teachers and providers are entitled to daily due process release time of no less than one class period every day, or the equivalent thereof within the defined student day. This time is for individual special education teachers and providers to use as needed for documenting mandated paperwork and assessments, conducting special education evaluations and re-evaluations, communicate and collaborate with colleagues and families to support IEP and <del>504 requirements</del>, and complying with other procedural requirements.

**d. 504 Processing Time:** To protect preparation time, all 504 case managers and/or designees are entitled to daily 504 release time of no less than one class period every day, or equivalent thereof within the defined student day. This time is for 504 case managers and/or designees to use as needed for documenting and conducting 504 plans evaluations and re-evaluations, communicating and collaborating with colleagues and families to support 504 requirements, and complying with other procedural requirements.

# PROPOSAL 15: PART-TIME 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: <u>Teachers who work less than a 1.0 FTE will have their sick leave</u> <u>pro-rated in accordance with their FTE assignment.</u> 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 19: PLACEMENT**

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

# **PROPOSAL 20: BLACK MEN TEACH MOA**

WHEREAS, the MFT and MPS share a deep commitment to recruiting and retaining educators of color<u>in</u> 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.

 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:** Magnet Schools include: Bethune, Fair, Hall, Franklin, Sullivan, Emerson, Green, Las Estrellas (formerly Sheridan), Andersen, Ella Baker, (formerly Jefferson), Seward, Anishinabe (American Indian magnet), Roosevelt - Dual language program (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, <u>the Associate Superintendent</u>, and instructional leadership team will also seek input from the teaching staff on the schedule and topics.

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 15<sup>th</sup> or the start of the Interview and Select process, whichever occurs earlier.

2. 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 23: COACHING**

As part of this package, MPS agrees to drop this proposal.

# PROPOSAL 25: CLASS SIZE AND CASELOAD PILOT MOA (New)

MPS agrees to drop this proposal. See MFT Class Size, SPED Caseload, and Specialist proposals.

# PROPOSAL 26: EQUITY CLASS SIZE MOA (New)

MPS agrees to drop this proposal. See MFT Class Size, SPED Caseload, and Specialist proposals.