**MPS Equity Proposals to MFT**

**March 21, 2022 1pm**

**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 ontrends or patterns that may be observable

through the data collected through the exit interviews as outlined by the

Educators 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 |

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.~~Collaborate with District staff on hate-bias protocol.

~~●~~ Review strategic plan and make recommendation 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~~.District will ensure candidate pools will be reflective of the diversity of the community.

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. The educator may choose to interview with the District and MFT jointly, with the District or MFT individually, 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 23 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 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.

**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 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 least 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 discriminiation, 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 12: INTERVIEW AND SELECT**

**15.2.6 Interviews – Candidate Pool:**

1. ~~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. 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.

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 over ~~two~~ one ~~(2)~~ I&S transfer round~~s]~~ . ~~\*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 for an online interview.

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 ~~at the site at which~~ ~~the position is open~~ online to minimize disruption to schedules outside of the school day and to protect employee privacy.

**PROPOSAL 19:PLACEMENT**

**15.5 Placement Rules for Excessed Teachers**

15.5.1 Participation in Transfer Process: Teachers excessed or returning from leaves of absence of one (1) year or more shall participate in the transfer process if there are positions posted for which they are appropriately licensed and qualified.

15.5.2 Matching Session: Excessed teachers who are unable to secure a position through the transfer process or did not participate in the transfer process must participate in a matching session. Teachers will only be able to interview for positions in the specific licensure area/department in which they taught the previous year at the Matching session.

15.5.3 Placement of Unplaced Teachers: Teachers unable to secure a position during matching

session(s) will be placed in a position at the discretion of the Labor/Management Placement Committee.

15.5.4 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. 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 prior to Interview and Select. These vacancies will not be included in the Interview and Select catalog.

**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.