



**MEMORANDUM OF AGREEMENT
BETWEEN
THE MINNEAPOLIS FEDERATION OF TEACHERS
AND
MINNEAPOLIS PUBLIC SCHOOLS
MEMORANDUM OF AGREEMENT**



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

This MEMORANDUM OF AGREEMENT shall not be considered final or binding until the completion of negotiations on all open contract items and is considered contingent on final agreement by both parties to a total package of proposals. Further, this agreement is contingent upon ratification by MFT Teachers and ratification by the Minneapolis Public Schools Board of Education.

**Retain Educators of Color MOA
MFT Proposal - December 9, 2021**

Whereas, the MFT and the Minneapolis Public Schools (“District”) share the desire to ensure that classrooms and learning environments are as diverse as possible and that educators are reflective of the students they educate;

Whereas, the MFT and the District share in the desire and commitment to ensure that educators in our classrooms and learning environments are reflective of the students we educate, work to increase and retain a higher proportion of Educators who reflect the diversity of students we serve in school buildings, and,

Whereas, the MFT and the District recognizes critical disparities between student demographics and licensed educators.

- Student demographics as of the 2020-2021 school year are as follows: 38% White American; 36% African American; 16.8% Hispanic American; 5.7% Asian/Pacific Islander; 3.5% Native American.
- Licensed Educator demographics as of the 2020-2021 school year are as follows: 72.4% White American; 12.4% Not Disclosed; 6% African American; 3.3% Hispanic American; 2.8% Asian/Pacific Islander; 2.8% Multi-racial/Other; 1% Native American.
- These disparities are often more pronounced in specific sites.

Whereas, the **2019-2021** 2021-23 CBA establishes exceptions to layoff, which may support retaining a more diverse educator workforce under the following language, and,

15.10.12 Exemption from Layoff: *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 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 seniority-based layoff to support the District and the Union's commitment to grow our own staff.*

Whereas, the parties agree that more can and needs to be done and explored to meet the shared goal of **recruiting and retaining Educators who reflect our students** with diverse backgrounds, and,

Whereas, the parties agree that it is important to decrease the impact of excessing and layoffs to be successful in the increased retention of a diverse workforce of educators by collecting and analyzing the effectiveness of this Agreement over the period stated and agreed to, and,

Whereas, the parties wish to add additional excessing and recall protections not established by the current MFT CBA, for a two (2) year period - (two (2) school year hiring cycles), as agreed to in this MOA

Now, Therefore Be It Resolved That, the MFT and the District hereby agree to the following for the 2022-2023 and 2023-2024 hiring cycles:

1. If the placing of any educator on layoff or nonrenewal before another teacher would prevent students from having access to educators of color and/or educators who reflect the diversity of enrolled students, the district may excess or non-renew educators at the site, out of seniority order in order to protect educators who fall into one or more of the below listed and modified categories:
 - a. *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. **Alumni of Historically Black Colleges or Universities (HBCUs), Tribal Colleges and Universities, and/or Hispanic Association of Colleges and Universities (HACU) programs.**

2. Right to Recall: Excessing and Staffing Stability for Educators of Color

- a. In the event that a less senior educator of color is excessed from a site during the Spring 2021 and Spring 2022 Transfer and Reassignment process, less senior educators of color may have prioritized right to recall should a vacancy arise in their former site after either Round 1 or Round 2 of the Interview and Select process.
- b. If an educator of color, previously excessed from a site, is given the option to return to the site from which they are excessed, and they have secured another position through Interview and Select, they may choose to return to the site from which they were previously excessed.

3. Recall of Educators

- a. In the event that a less senior Teacher who fits into one of the categories listed in section A of this agreement, is laid off from the District during the Spring 2022 and or Spring 2023, the District may recall them outside of seniority order to a vacant position within their licensure area.
- b. Acceptance of the recall position shall be pursuant to Article 15.10.6 of the 2019-21 CBA or the ratified 2021-2023 CBA, whichever is in place.
- c. Termination of Recall Rights shall be pursuant to Article 15.10.17 of the 2019-21 CBA or the ratified 2021-2023 CBA, whichever is in place.

4. 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 (Subd 1a-f), 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.

5. 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.

- a. 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.
- b. 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.
- c. 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. 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.

d. 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.

6. 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.

7. 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 terms of the 2021-23 Teacher Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____