



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

ARTICLE 7.1.2 SALARY SCHEDULE IMPROVEMENTS..... 3
SALARY SCHEDULES for 2023-2024 and 2024-2025..... 3
Salary Schedule for 2023 - 2024 School Year:..... 4
Salary Schedule for 2024 - 2025 School Year:..... 5
ARTICLE 2.1 Use of Time for Professional Development..... 6
ARTICLE 2.2 Teacher Record-Keeping..... 7
ARTICLE 2.4 LENGTH OF TEACHER’S DAY/WEEK..... 7
ARTICLE 2.4.2 Professional Meetings:..... 8
ARTICLE 2.4.3 Professional Preparation Time..... 9
ARTICLE 2.4.5 Reimbursement for Lost Preparation Time or Duty-Free Lunch:..... 11
ARTICLE 2.4.7 Open House/Marketing Events and Family-Teacher Conferences:..... 12
ARTICLE 2.4.9 Kindergarten Conferences..... 13
ARTICLE 2.5 Length of School Year:..... 13
ADDENDUM 1:ASSIGNMENT SCHEDULING PARAMETERS (Also See Article 2.4.3-4)... 15
ARTICLE 3.4 Expectations for Attendance at Professional Meetings..... 15
ARTICLE 5.5 Achievement of Tenure..... 15
ARTICLE 8 Reserve Teachers..... 16
ARTICLE 9.17.2 Mileage and Parking..... 20
ARTICLE 11.3 Sick Leaves..... 21
ARTICLE 11.3.2 Sick Leave Pool..... 22
ARTICLE 11.4.1 Extended Leaves..... 29
ARTICLE 11.4.2 Leaves of Absences Without Pay, Less than a School Year..... 30
ARTICLE 11.7.3 & 11.7.4 Peace Corps/VISTA Leaves and Leave for Organizational Service or Public Service..... 31
ARTICLE 16 Technology..... 32
MEMORANDUM OF AGREEMENT: Black Men Teach..... 38
MEMORANDUM OF AGREEMENT - Interview and Select Spring 2025..... 39
MEMORANDUM OF AGREEMENT: Library Media Specialists..... 41
MEMORANDUM OF AGREEMENT: Special Education Workload..... 43
CHANGES TO APPENDIX:..... 4

*PLEASE NOTE: As you read through this document, underlined language in red is new and ~~stricken through language~~ is existing language that has been removed in this tentative agreement. Care and attention was taken in this bargaining session to begin the process of removing redundant and/or outdated language. This is an ongoing process and will be a focus on successor agreements moving forward. Notes italicized and highlighted in yellow will not be in the contract but provide context to support understanding of changes, additions, and edits.



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ARTICLE 7.1.2 SALARY SCHEDULE IMPROVEMENTS

7.1.2 Wage Schedule Improvements and other provisions:

Year One:

- Steps and lanes, retroactive to July 1, ~~2021~~2023
- 4% general increase to the salary schedule, effective July 1, ~~2021~~2023

Year Two:

- Steps and Lanes, effective July 1, 202~~2~~4
- Eliminate steps 1, 2, 12, 15, 18, 21, 24, 27, 30, 33, 36, and 39
- 5% general increase to the salary schedule, effective July 1, ~~2022~~2024
- Steps and Lanes, effective July 1, 202~~2~~4
- Hourly Flat Rate increase from \$25 to \$30 per hour
- The teacher duty year will be made up of 191 paid duty days.

*NOTES:

- *We accept the 10 minute extension of student contact day in exchange for 5 days cut from the calendar (2 staff return days in the fall and 3 student days from the end of the year).*
- *Retroactive payments will be paid within 60 days of ratification.*

SALARY SCHEDULES for 2023-2024 and 2024-2025

Notes for Understanding the Salary Schedules:

- The 2023-2024 Year One schedule shows the 4% increase to the schedule. The structure of the Year One schedule does not change, unlike the Year Two.
- There are three versions of the 2024-2025 Salary Schedule to show the gains made through the 5% increase and the elimination of Steps 1, 2, 12, 15, 18, 21, 24, 27, 30, 33, 36, and 39.
 - The first version shows the 5% increase, but maintains the old structure of the schedule.
 - The second version shows the elimination of steps 1, 2, 12, 15, 18, 21, 24, 27, 30, 33, 36, and 39.
 - The third version shows the new and improved salary schedule. Remember - steps no longer equal years of service in MPS.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

Salary Schedule for 2024 - 2025 School Year - Version 1 Showing 5% increase on old structure:

*NOTE: This version shows the 5% increase across the schedule and identifies the steps eliminated in red. This is not what the 2024-2025 salary schedule will actually look like, however.

2024-2025 starting point	S1 LANE A	S1 LANE B	S1 LANE C	S1 LANE D	S1 LANE E	S1 LANE F	S1 LANE G	S1 LANE H	S1 LANE I	S1 LANE J	S1 LANE K	S1 LANE L	S1 LANE M	S1 LANE N	S1 LANE O	S1 LANE P	S1 LANE Q	S1 LANE R	S1 LANE S	S1 LANE T	S1 LANE U
01	51,031	52,329	53,629	54,927	56,226	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003
02	52,329	53,629	54,927	56,226	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301
03	53,629	54,927	56,226	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599
04	54,927	56,226	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899
05	56,226	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197
06	57,524	58,822	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496
07	60,121	61,420	62,718	64,017	65,315	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093
08	66,615	67,913	69,212	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586
09	70,510	71,809	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482
10	73,107	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079
11	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378
12	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378
13	74,406	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378
14	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677
15	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677
16	75,705	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677
17	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975
18	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975
19	77,003	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975
20	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274
21	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274
22	78,301	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274
23	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572
24	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572
25	79,599	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572
26	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871
27	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871
28	80,899	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871
29	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170
30	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170
31	82,197	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170
32	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468
33	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468
34	83,496	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468
35	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767
36	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767
37	84,794	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767
38	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767	112,065
39	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767	112,065
40	86,093	87,392	88,691	89,989	91,287	92,586	93,886	95,184	96,482	97,781	99,079	100,378	101,677	102,975	104,274	105,572	106,871	108,170	109,468	110,767	112,065



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ARTICLE 2.1 Use of Time for Professional Development

**NOTE: Stricken to reduce redundancy within our contract*

2.1 ~~Use of Time for Professional Development:~~

~~2.1.1 Opportunity for Efficient Use of Time; Additional PD: The MPS and the MFT are committed to continuing to explore a more comprehensive, effective, and efficient use of time. This includes job-embedded professional development opportunities that enhance and accelerate student learning, the quality of teacher/RSP effectiveness, and use of school budgets. Professional development is critical to improve the instructional skills and knowledge of all teaching/RSP staff. To that end, the District Staff Development Advisory shall:~~

- ~~a. Research and explore new uses of time for instruction and professional development.~~
- ~~b. Support individual teachers, teams of teachers, RSPs, or schools who use time in more flexible ways to enhance student achievement.~~
- ~~c. Recommendations to all District departments whose operations impact the use of time, such as Payroll, Transportation, Food Services, Facilities, Division of Human Resources and others.~~
- ~~d. The District in consultation with MFT may provide additional days of professional development for all teachers/RSPs as defined in Article 2 of this Agreement. Teachers will be paid at the Staff Development Hourly Rate, Schedule "G", is on a voluntary basis. The professional development will be delivered by teachers, designated district personnel and/or District approved providers. Professional development offerings shall be aligned with the needs of the students at each site.~~
- ~~e. RSPs will be supported to choose their own professional development.~~

~~2.1.2 **Site Based Professional Development Institutes:** Sites may wish to offer site based professional development institutes. Plans for site based professional development institutes must be submitted to the District Staff Development Advisory for prior approval. Approval will be based on criteria developed by District Staff Development Advisory, using a process similar to that used for approval of Exemplary Grant awards. Site based professional development institute's must be consistent with and included in the site's Site Improvement Plan.~~

~~2.1.3 **Staff Development Time:** The purpose of all release days, with the exception of parent teacher conference days, shall be for staff development, professional development, professional record-keeping, and assessment of student work. Teachers and administrators of school sites and units shall jointly plan and participate in staff development on student release days. The site Staff Development Committee shall be, according to Minnesota statute, composed of a majority of teachers and shall facilitate the site staff development plan activities for these days. Site teachers shall be involved in planning and implementing all District staff development activities.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

ARTICLE 2.2 Teacher Record-Keeping

2.2 Teacher Record-Keeping:

- 2.2.1 **Release Days for Record-keeping:** ~~The District and the Union agree that the Calendar Committee shall schedule full release days quarterly~~ Teachers shall be provided with one (1) each quarter during of the school year for record keeping. These days shall be scheduled at times appropriate to the grading cycles ~~for teachers for record-keeping.~~ Teachers shall not be required to submit report cards final grades for the reporting period prior to the end of the duty day on record-keeping days.
- 2.2.2 Such record-keeping days shall be identified in the calendar and no ~~staff~~ required teacher development or other such activities for teachers shall take place at the site on record-keeping days without an agreement of a 70% majority vote of the teachers at the site.
- 2.2.3 **Telework:** ~~Members~~ Teachers are eligible for teleworking ~~during the~~ may telework on teacher record-keeping days, as shall be determined by the principal. Should a principal determine any teacher(s) need to be onsite for all or part of a record-keeping day, such decision shall be communicated to the affected staff no later than one calendar week in advance of the scheduled record-keeping day. ~~professional work days designated for grading and reporting.~~
- ~~The Principal may determine which positions, if any, may need to be onsite for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities. Such decisions shall be communicated to the affected staff no later than one week prior to the scheduled record-keeping.~~
 - ~~First year Teachers will be required to work onsite.~~
 - ~~Teachers can telework the last record-keeping day only after all end of year and classroom close-out requirements are completed.~~

ARTICLE 2.4 LENGTH OF TEACHER'S DAY/WEEK

2.4 Length of Teacher's Day/Week

2.4.1 Definition:

- a. Normal Work Day:** The normal workweek of full-time teachers shall be no longer than 40 hours including their one-half hour daily duty-free lunch period. ~~No regularly scheduled duty day shall extend beyond 8½ hours unless voted on by the licensed staff assigned to the particular site/program by a vote of 70%. The vote will be presented in writing. If a duty day is extended beyond 8 hours, it may only happen once per week. The teacher's one-half hour daily duty-free lunch period shall be~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~during the student day. Teachers will not regularly be assigned student supervisory duties during the 90 minutes of non-instructional time before/after the defined student instructional day. (See Addendum 1: Assignment Scheduling Parameters).~~

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.~~

1. Meetings During Preparation Time: Any teacher/RSP required to attend meetings scheduled during their preparation time shall be paid at their direct instruction rate of pay or be provided an alternative preparation time by administration. This includes IEP/504 meetings. ~~(Also see Section 2.4.5 below regarding lost preparation/lunch time).~~

~~**c. Reporting for Duty Requirements:** Teachers will report for duty prior to and following the student day on a schedule agreed to at the site. If teachers find it necessary to leave the work site during the defined day, it is assumed that it is for professional, business or extraordinary personal reasons, and the principal must be notified before leaving.~~

~~**d. Extension of School Year/Day:** The District and MFT agree to meet to develop a Memorandum of Agreement (MOA) on any proposed school model that extends the school day/year. (See Section 2.6. Process for Approval to Changes to School Schedule).~~

ARTICLE 2.4.2 Professional Meetings:

2.4.2 Professional Meetings, ~~Extension of Duty Day:~~ An important function of a teacher is to work with students on an individual basis and to work with the families. To facilitate this goal, a longer teacher's day may occasionally be necessary. Moreover, meetings may occasionally necessitate a longer workday. Extension of the teacher's day shall not be regularly assigned (see 2.4.1 in this section for voting mechanism to extend the workday). If frequent or lengthy extension of the workday is required, a teacher shall be paid at the hourly flat direct instruction rate, or an alternative duty schedule shall be arranged by mutual agreement between the teacher and the principal/supervisor.

~~a. If an extension of the duty day occurs, teachers shall be compensated at the direct instruction rate for necessary duties beyond the duty day, including but not limited to IEP/504 meetings, bus duties, and student supervision.~~

~~Meetings convened directed by site administrators during non-instructional time or other instructional site leaders including but not limited to site based professional development, PLCs, grade-level or department meetings, staff meetings, MTSS meetings, and data cycles will be limited to 6 eight (8)~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~meetings per month, to ensure there is time to prepare for instruction and student support. No mandated meetings will be scheduled on weeks with three or fewer duty days.~~

- a. Union stewards shall be provided up to fifteen (15) minutes at staff meetings to report on official Union and/or labor/management business. ~~Such meetings may be scheduled during the defined teacher day on non-student contact time. Contractual issues are appropriate matters for staff meetings.~~
- b. The school district shall recognize Wednesday after school and evening as a time reserved for ~~Professional Organization labor/union meetings business~~. Every reasonable effort shall be taken to reserve this time. ~~Such meetings may be scheduled during the defined teacher day on non-student contact time. Contractual issues are appropriate matters for staff meetings.~~

ARTICLE 2.4.3 Professional Preparation Time

Professional Preparation Time - Elementary: ~~The amount of preparation time for~~ Elementary teachers shall be provided with a minimum of 275 minutes of preparation time per five-day work week. This preparation time shall be within the defined student day and shall be ~~divided into five days~~ based on one of the options below:

- Option 1: Five 45-consecutive minute preparation periods and one 50-consecutive minute preparation period per five-day cycle.
- Option 2: Five 55-consecutive minute preparation periods per five-day cycle ~~OR five 55-minute preparation periods per week.~~
- ~~Option 3: A schedule that provides daily preparation time equivalent to a minimum of 275 up to a maximum of 550 minutes per five-day cycle week.~~

~~The Chief of Schools and MFT will facilitate discussions with staff to explore opportunities for additional time for collaboration and preparation for elementary teachers, specialists and special education teachers consistent with the site's budget allocation, starting in the 2016-17 school year. (For example, creating an additional preparation period for the day).~~

Additional Clarification for sites with two preparation times per day: For sites with two (2) preparation times per day, two (2) of the ten (10) preparation times shall be used for collaboration. The other preparation times can be used at the discretion of the teacher and related services professional. If collaboration time is used for professional development (PD), that will count as one of the two required collaboration times per week.

The decision to implement one of the options for the following year shall be made by agreement or a majority vote of the total licensed staff and the principal by the last day of school.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

Elementary specialists and other staff members affected shall be offered the opportunity to participate in the preparation of annual schedules for specialists.

Specialists shall provide instruction to students during the classroom teachers' preparation time in consecutive-minute periods that match the schedule of the school. Exceptions to consecutive time may be permitted on a site-by-site basis by mutual agreement.

2.4.3 Professional Preparation Time - Secondary/Middle School: One of the three optional preparation schedules below will be selected by a majority vote of the total licensed teaching staff by the last day of the school year unless a staff chooses a variation of these three schedules as provided for below. If, in a subsequent school year, a site wishes to choose one of the other optional schedules, the total licensed staff shall make that change by a majority vote. ~~The amount of preparation time for~~ Secondary teachers shall be provided with a minimum of 275 minutes of preparation time per five-day work week. This preparation time shall be within the defined student day and shall be ~~divided into five days~~ based on one of the options below:

~~Option 1:~~ A schedule that provides teachers with a minimum of 275 minutes of preparation time per week or the equivalent of a minimum of 275 minutes per week over the course of the school year.

Option ~~1~~2: A schedule that provides teachers with a daily 55-consecutive minute preparation period, ~~in a six-period day schedule. This preparation time shall be within the defined student day.~~

Option ~~2~~3: A schedule that provides daily preparation time equivalent to a minimum of 275 ~~up to a maximum of 550~~ minutes per week minutes per five-day cycle per week (or its equivalent).

~~Option 3:~~ A schedule that provides teachers with a minimum of 275 minutes of preparation time per week (or its equivalent) over the course of the school year.

~~Additional Clarification for sites with two preparation times per day:~~

For all sites with two (2) preparation times per day, or the equivalent, two (2) of the ten (10) preparation times or their equivalent shall ~~may~~ be used for principal directed collaboration, or professional development. The other remaining preparation times can shall be used at the discretion of the self-directed by the teacher, and related services professional. If collaboration time is used for professional development (PD), that will count as one of the two required collaboration times per week.

For additional clarification, some secondary teachers have assignments in which they teach more than three (3) different courses in the day. For these assignments, the expectation for two (2) preparation times for collaboration should be relaxed to allow these teachers a better opportunity to prepare for teaching. They should be expected to schedule their collaboration times when it fits their particular need and schedule.

Secondary teachers having assignments in which they teach three (3) or more different courses in the day shall have discretion of how to use all ten (10) preparation times.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

The decision to implement a schedule other than ~~optional schedules~~ the options listed above shall be made by agreement of a two-thirds majority vote of the site's teachers ~~total licensed staff~~ by the last day of the second quarter (for the third and fourth quarters) or by the last day of the school for the upcoming school year. All licensed staff shall vote on an annual basis if a schedule deviates from the ~~three-two~~ optional schedules.

ARTICLE 2.4.5 Reimbursement for Lost Preparation Time or Duty-Free Lunch:

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.

1. Pay Rate: ~~When teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEA's) 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 an hourly flat their direct instruction rate of pay for such lost time.~~ Teachers assigned during their preparation period or duty-free lunch to provide classroom coverage ~~take the place of reserve teachers who are absent~~ shall be reimbursed paid at their hourly flat direct instruction rate for the time lost preparation period.

2. Additional Students: Teachers assigned ~~any~~ students from other classes of ~~reserve teachers, Special Education Assistants (SEAs) or other student support~~ due to staff who are absent staff shall also be reimbursed paid at the hourly flat rate.

b. Attendance at Meetings: Any teacher/~~RSP~~ required to attend meetings scheduled during their lunch or preparation period time shall either be paid at their direct instruction rate of pay or ~~be provided~~ with an alternative lunch or preparation time in the same week, by administration. This includes IEP/504 meetings.

c. Licensed School Nurses: Licensed School nurses are included in the provisions herein and are entitled to a daily duty-free lunch period within the student day. Licensed School nurses will be reimbursed for lost duty-free lunch time at their ~~pro-rated~~ hourly flat rate direction instruction rate.

~~d. Alternative Time Options: To provide continuity of instruction for students and to enhance access to professional development for first year and other teachers, an alternative time option within teams/sites for classroom teachers who fill in for other teachers gone for professional staff development leave of absences, one (1) to three~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~(3) days, may be provided. Teachers agreeable to the alternative time option would accrue alternative time that would be used with the agreement of team members and the principal for professional or staff development activities. Use of the alternative time would occur when other members of the team could provide coverage for that teacher.~~

Hourly Flat Rate: ~~\$25-30~~/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, lost preparation or lunch time reimbursement, 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 (1/2) the amount of this rate for each additional full thirty (30) minutes worked.

ARTICLE 2.4.7 Open House/Marketing Events and Family-Teacher Conferences:

2.4.7 Open House/Marketing Events, ~~Scheduling Open House~~: Recognizing the ~~current competitive environment in which urban schools exist and~~ need to engage our community and families fully, teachers shall participate in at least one (1) Open House and one (1) school marketing event program during each school year ~~if scheduled. Schools may choose via a discussion with the staff which week at the beginning of the school year to hold their fall Open House, in collaboration with MFT and Chief of Schools, with the option to keep it in the first week.~~ Such an activity is scheduled in addition to the regular workday. Time spent for both events shall not exceed four (4) hours total. If teachers are placed in hardship by such activities, arrangements may be made for alternative means of contributing ~~without their presence~~ by mutual agreement with the principal/~~supervisor~~.

2.4.8 ~~FamilyParent~~-Teacher Conferences:

a. **High Five and Kindergarten:** ~~The two student days prior to the arrival of high five and kindergarten students are available to be used for family contact.~~

b. **Kindergarten – 22:** Teachers shall participate in up to three (3) ~~two (2) family parent-teacher conferences, as required by the District Calendar. Conferences shall be scheduled in addition to the regular workday, on days set forth by the District calendar. Total time per school year spent outside of the duty day for purposes of conducting conferences shall not exceed eight hours. that shall be scheduled on parent-teacher conference days. Scheduling of all family teacher conference time on any other days than the conference days set forth by the District calendar shall require a majority vote of the teachers prior to the start of the student school year.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

ARTICLE 2.4.9 Kindergarten Conferences

2.4.9 Kindergarten ~~High Five Half-Day Program~~ Parent-Teacher Conference

Time: Annual conference time for kindergarten ~~high five, preschool and half-day program~~ teachers shall be provided in the following manner:

- a. Teachers of two (2) sections of half-day kindergarten ~~high five program~~ classes shall be provided with four (4) days for parent conferences: three (3) days shall be the same release times as allocated to all other elementary classroom teachers, and one (1) additional day of reserve teacher time shall be provided.
- b. Teachers of one (1) sections of half-day kindergarten ~~high five program~~ class shall be provided two (2) days for parent conferences: one and one half (1½) days shall be the same as the release time allocated to all other classroom teachers, and one-half (½) additional day of reserve teacher time shall be provided.
- c. ~~Teachers of full day kindergarten shall have the same conference schedule as other full day classroom teachers at the site, or as an alternative may as a team of all the full day kindergarten teachers arrange a schedule of student "release" days for their students and shall then visit the families of their students for "at-home" conferences. It is expected that such "at-home" conferences will be scheduled in advance. Teachers shall not be required to visit homes alone.~~

~~The two student days prior to the arrival of high five and kindergarten students are available to be used for family contact. High five and kindergarten teachers will attend at least one (1) kindergarten fair. Schools may elect to reward, compensate or provide incentive for kindergarten teachers for such time.~~

ARTICLE 2.5 Length of School Year:

2.5 Length of the School Year:

2.5.1 Teacher Duty Days:

- a. ~~Starting with for the 2024-25 2021-2022 school year, T~~the teacher duty year ~~will shall~~ be made up of ~~185-186-196~~ paid duty days, ~~and six (6) paid holidays, for a total of 191 duty days. which include the six (6) paid holidays within the regular school year. For the 2022-2023 school year, the teacher duty year will be made up of 195 paid duty days which include the six (6) paid holidays within the regular school year. Staff expected to attend New Teacher Orientation (NTO) will have 187-185 paid duty days to attend two (2) days of NTO.~~

b. **Start of School:** As part of the regular teacher work year as defined in 2.5.1.a, teachers shall have two and one-half (2½) consecutive days set aside at the start of the school year. These days shall be uninterrupted to allow teachers to prepare and



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

collaborate for the upcoming year. There shall be no meetings, staff development, or any other required meetings on these days.

2.5.2 **Holidays:** a. Holidays: Teachers ~~shall not be required to work, but shall be are~~ paid for up to ~~six (6) seven (7) legal~~ holidays authorized by the Board of Education ~~during the regular school year.~~ These holidays ~~shall be are Independence Day, Labor Day, Thanksgiving, Thursday the day after Thanksgiving, and Friday, Martin Luther King Jr. Day, Presidential's Day, and Memorial Day, Juneteenth.~~ ~~Teachers working the regular school year will be paid for the six (6) holidays that fall during the regular school year.~~ Teachers working the regularly scheduled work day before and the regularly scheduled work day after Independence Day shall be paid for this holiday. Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per M.S. §120A.42 and as indicated on the school calendar.

Teachers who work beyond the standard 191-day duty year shall not be required to work, but shall be paid for Juneteenth and/or Independence Day, provided they work the business days before and after the day on which the holiday is observed.

7.15.2 **Computation:** To compute the ~~Hourly Pro-rated Rate, or Direct Instruction rate,~~ divide the teacher's current annual salary* step and lane placement at 1.0 FTE by the number of teacher duty days. ~~Further that result is further divided that result~~ by 7.5 (the number of hours in ~~the a 1.0 FTE teachers' regular duty day).~~ ~~less 30-minute duty-free lunch.~~ Furthermore, teachers shall be paid one half (1/2) the amount of the full hourly rate for each additional full thirty (30) minutes worked. ~~The hourly rate will be based upon the 196 duty days in 2.5.1 per year and at 7 1/2 hours each day (8 hours per day less 1/2 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.

Section II Salary & Wage Schedules

SCHEDULE G STAFF DEVELOPMENT, OTHER HOURLY RATES, STIPENDS P.240:

...

~~Hourly Pro-rated/Direct Instruction Rate:~~ Teachers shall be compensated at the Hourly Pro-rated/Direct Instruction rate of pay for work performed for student instructional time outside the regular day and year, such as for summer school, as shall and extended day/year teachers who are contracted to work beyond the standard 192 191 191 duty day calendar. ~~Such teachers are paid at their current step and lane placement computed to an hourly rate. To compute the Hourly Pro-rated/Direct Instruction Rate, divide the teacher's current annual salary* step and lane placement at 1.0 FTE 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 (1/2) the amount of the full hourly rate for each additional full thirty (30) minutes worked. The hourly rate will be based upon the 196 duty days in 2.5.1 per year duty days per year and 7 1/2 (8 hours per day less 1/2 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.]~~ To compute the Direct Instruction rate, divide the teacher's current annual salary step and lane placement at 1.0 FTE by the number of teacher duty days. Further that result is further divide that result by 7.5 (the number of hours in a 1.0 FTE teachers' regular duty day). Summer school rates are calculated based on the annual pay earned in the school year in which the summer session starts and the same rate



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

remains in effect throughout that session.

ADDENDUM 1: ASSIGNMENT SCHEDULING PARAMETERS (Also See Article 2.4.3-4)

Scheduling For Assignments at More Than One Site (Day)							Time if at a Single Site	
STUDENT DAY	FTE	8 HOUR DUTY DAY (Min.)	LUNCH	PREP	NON-INSTR. TIME	INSTR. TIME	LUNCH	INSTR. TIME
6 hours and 40 minutes	1.0	480.0	30.0	55.0	90.0 80.00*	305.0 315.0*	30.0	305.0 315.0*

ARTICLE 3.4 Expectations for Attendance at Professional Meetings

~~3.4 — **Expectations for Attendance at Professional Meetings:** Licensed personnel are expected to participate in professional meetings as a means of keeping current with recent developments and to gain through association with others engaged in the same pursuit. At the community and state level, schools are closed for attendance at the Minnesota Educator Academy (MEA) Conference, usually held on the third Thursday and Friday of October.~~

~~There are special conventions, conferences and workshops which the superintendent may ask school personnel to attend with expenses paid. Also, principals, teachers or consultants may be excused without loss of pay to attend conventions where the results derived will contribute to the welfare of the schools.~~

ARTICLE 5.5 Achievement of Tenure

5.5 Achievement of Tenure (A of T) — Professional MPS Induction For Teachers New To The District:

**NOTE: We agree that as a housekeeping matter, all references to Achievement of Tenure throughout the contract will be replaced as above (MPS Induction for Teachers New to The District).*



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

ARTICLE 8 Reserve Teachers

**Note: Appendix text from Schedule E Reserve Teachers was blended into Article 8.2-8.6. Appendix Schedule E Reserve Teachers will be deleted.*

8.1 Building Plan for Support and Coverage:

8.1.1 Each school and program will develop a plan indicating:

- a. Strategies to be implemented which develop and enhance a supportive climate for reserve teachers at the school or site;
- b. The options for emergency coverage whenever a reserve teacher is unavailable for an absence that provides coverage of students in accordance with Article 2.4.5 of this Agreement.
- c. Procedures to cover Special Education Assistant (SEA) absences to ensure continuation of student services and safety in addition to avoiding missed preparation periods for special education teachers.

8.1.2 This plan for coverage will assure that teachers who are assigned to cover the absence are assigned on an equally rotating basis across discipline and licensure areas to the extent possible. This strategy for coverage will be used before any students are reassigned to one (1) or more classrooms.

8.1.3 A copy of the site's current plan will be on file with the site's academic superintendent and the Division of Human Resources.

8.2 **Cadre Reserve Teacher: Daily Rate \$238.16***. The District may ~~contact~~ employ Cadre Reserve Teachers in accordance with the following:

8.2.1 Cadre Reserve Teachers agree to work whenever and wherever assigned on a daily basis.

8.2.2 The District agrees to provide at least eighty-five (85) work days for each Cadre Reserve Teacher per school year.

8.2.3 Each Cadre Reserve teacher shall receive ~~\$226.80 per day. Effective July 1, 2022,~~ the rate will be **\$238.16** per day, or for partial-day assignments, the hourly equivalent.

8.2.4 Cadre Reserve Teachers ~~will be permitted one (1) day of sick leave for every twenty (20) consecutive duty days served during the school year and must use the sick leave during the school year in which it was accrued. All remaining sick leave is forfeited at the end of each school year. Low cost teacher-only health coverage shall be available to Cadre Reserve Teachers at the rates provided in Article 9.4.2.~~ shall accrue sick leave at the rate



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

of .034 hours for every one (1) hour worked. Cadre Reserve Teachers may accrue up to 48 hours of sick leave per school year; however, at no time shall their accrued sick leave exceed 80 hours. Sick leave may only be used on teacher duty days and must be taken pursuant to the reasons for doing so under the Minnesota Emergency Sick and Safe Time Act.

8.2.5 Health coverage shall be available to the cadre reserve teacher at the rates provided in Article 9.4.2. ~~Cadre Reserve Teachers will have the option of paying the additional cost for family medical coverage.~~

~~8.2.5 Access to teacher staff development opportunities after school, on release days, and weekends shall be provided whenever possible to Cadre Reserve Teachers.~~

~~8.2.6 Cadre Reserve Teachers will receive feedback on their performance from the principal or site supervisor and the teachers at the school and site. A copy of the performance feedback will be given to the Cadre Reserve Teacher and the Division of Human Resources by the principal or supervisor~~

8.3 Long-Call Reserve Teachers: Daily Rate: \$214.24. The District may employ long-call reserve teachers in accordance with the following:

8.3.1 Long-Call Reserves shall receive \$224.96 per day or for partial-day assignments, the hourly equivalent. ~~The pay for the long-call reserve teachers shall be \$214.24 per day Effective July 1, 2022, the rate will be \$224.96 per day. (Also see Schedule "E").~~

8.3.2 Long-call reserve assignments are assignments in which the reserve teacher serves at least fifteen (15) consecutive workdays in the same assignment and without a sixty (60) workday break in employment.

8.3.3 Long-call reserves shall accrue sick leave at the rate of .034 hours for every one (1) hour worked. Long-call reserve teachers may accrue up to 48 hours of sick leave per school year; however, at no time shall their accrued sick leave exceed 80 hours. Sick leave may only be used on teacher duty days and must be taken pursuant to the reasons for doing so under the Minnesota Emergency Sick and Safe Time Act.

8.3.4 Employee-only health coverage shall be available to the long-call reserve teacher at the rates provided in Article 9.4.2 if the assignment is for at least one (1) full semester and provided the teacher enrolls within the first 30 days of the assignment. ~~Payment for the full cost of the health coverage will be submitted by the long-call reserve teacher on a monthly basis.~~

~~8.3.2 Access to purchase employee-only health insurance for the duration of the long-call reserve assignment shall be provided if the long-call reserve assignment is for at least one (1) semester (90 days) or more and the long-call reserve teacher enrolls within the first thirty (30) days of the assignment.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~8.3.3 Long-call reserve assignments are assignments in which the reserve teacher serves at least fifteen (15) consecutive work days in the same assignment and without a sixty (60) work day break in employment.~~

~~8.3.4 Each long-call reserve teacher shall also be provided the performance feedback as defined in Section 8.2.6.~~

~~8.3.5 Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for every fifteen (15) consecutive duty days served during the school year and must use the sick leave during the long call in which it was accrued. All remaining sick leave is forfeited at the end of each long call assignment.~~

8.4 **Short-Call Reserve Teacher:** Daily Rate: \$211.68. The District may employ short-call reserve teachers in accordance with the following:

8.4.1 Short-Call Reserve Teachers shall receive \$211.68 per day or for partial-day assignments, the hourly equivalent. Effective July 1, 2021, the rate will be \$201.60 per day. Effective July 1, 2022, the rate will be \$211.68 per day.

~~8.4.2 Incentive for Priority Schools: The District shall pay an incentive in the form of a stipend of \$201.60 (effective July 1, 2021) to teachers who serve three (3) consecutive student days at a Schools where the reserve fill rate is less than 75%. Effective July 1, 2022, the stipend will be \$211.68 per day.~~

~~To receive the stipend, a short call reserve teacher must serve three (3) consecutive student days at the School or site. Sites qualifying for the incentive are subject to change at the discretion of the District.~~

~~8.4.3 Performance Feedback: Short call reserve teachers shall also be provided the performance feedback as defined in Section 8.2.6.~~

8.4.2 Short-Call reserve teachers shall accrue sick leave at the rate of .034 hours for every one (1) hour worked. Short-call reserve teachers may accrue up to 48 hours of sick leave per school year; however, at no time shall their accrued sick leave exceed 0 hours. Sick leave may only be used on teacher duty days and must be taken pursuant to the reasons for doing so under the Minnesota Emergency Sick and Safe Time Act.

8.4.3 The District retains the right to temporarily or permanently increase the rate of pay for short-call reserve teachers, including offering incentives to reserves who work assignments at schools designated as "priority schools", provided the District gives the Union at least ten (10) calendar days' notice in advance of said change.

*The daily rate is based on a full, 8-hour day (less ½ hour duty-free lunch).

8.5 Site Support for Reserve Teachers: All staff are responsible for the success of students in Minneapolis, and reserve teachers are valued members of the District. Therefore, staff at each site will be designated to welcome all reserves, provide materials



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~and information as needed, and provide support during the day to ensure the success of the reserve teacher.~~

~~In addition, all staff members have a responsibility to support the reserve teachers at their site and should:~~

- ~~a. — Encourage teachers who are going to be absent to contact a colleague regarding lesson plans and specific areas of concern.~~
- ~~b. — Support reserve teachers to have a successful teaching day.~~
- ~~c. — Develop a system for colleagues to support and mentor reserve teachers.~~
- ~~d. — Inform reserve teachers of classroom and site expectations.~~
- ~~e. — Provide suggestions for a successful day for students.~~
- ~~f. — Demonstrate to reserve teachers that they are valued members of the site staff.~~
- ~~g. — Use reserve teacher feedback to improve site support.~~

~~Sites will use these and other methods to provide support to the reserve teacher to ensure continuity of student instruction and high standards of academic excellence.~~

~~8.6 — Reserve Teacher Training: The Minneapolis Public Schools and the Minneapolis Federation of Teachers are committed to providing quality reserve teachers to work with our students. Accordingly, new reserve teachers will be required to attend an orientation session that will provide an overview of the district, its policies, and the reserve assignment system. Furthermore, new reserve teachers are encouraged to attend district training in reading, math, cultural competency, and classroom management to improve their practice.~~

~~8.7 — District Reserve Teacher Task Force: A labor/management District Reserve Teacher Task Force will meet to review issues related to training. Membership on the committee shall be equally representative of the District and the Union.~~

~~8.8 — Hiring for Contract Positions:~~

~~8.8.1 — Priority: All fully licensed reserve teachers who are interested in a contract teaching position are encouraged to submit an application to be entered into the applicant pool. Reserve teachers can increase their chances of being referred to sites for interviewing by submitting at least two (2) recent recommendations from current district teachers and at least one (1) from a current district principal. These letters should be submitted to the Division of Human Resources with a cover letter requesting priority consideration for interviews. Reserve teachers will not be selected for interviews if there is a pattern of reports of unsatisfactory performance on file with the Division of Human Resources.~~

~~8.8.2 — Contracting:~~

~~If a reserve teacher is hired as a contracted teacher:~~

- ~~a. — Professional development hours as approved by the Professional Assistance and Review Mentors and the A of T team will be counted toward the requirements for Achievement of Tenure Year One.~~
- ~~b. — A determination will be made by the District as to any salary credit for service as a long call reserve teacher.~~
- ~~c. — A Long call reserve who serves in a position for at least one full semester within the last 3 years will be credited for any Achievement of Tenure requirements completed during their long call service.~~

~~8.9 — Release of Reserve Teachers:~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~8.9.1 Procedure: As valued members of the District, reserve teachers are responsible for providing continuity of student instruction, maintaining the safety of students in a respectful environment, and working collaboratively with district staff. Principals are encouraged to submit written reports if reserve teachers are not meeting these responsibilities. The reserve teacher will be informed in writing of such letters by the Division of Human Resources, and shall then have 10 working days in which to respond in writing prior to such letters being placed in the reserve teacher's file. Such notification and response shall become part of the reserve teacher's file.~~

~~8.9.2 Reasons for Release: A reserve teacher may be released from employment for the following reasons:~~

- ~~a. A pattern of written reports of unsatisfactory performance on file with the Division of Human Resources.~~
- ~~b. Evidence of actions in direct violation of district policies.~~
- ~~c. No current license on file with the Division of Human Resources.~~

~~8.9.3 Written Notice: A written notice of release from employment will be sent to the reserve teacher. The reserve teacher may submit a letter of rebuttal within 10 working days to the Division of Human Resources. This letter will be reviewed and placed in the reserve teacher's file.~~

8.5 8.10 Adjustment of Reserve Rates:

The District has the right to increase the rates for reserve teachers above the posted rates in this Article. The District will notify the MFT in advance of the change. The rate will not be decreased below the established rates in this Article.

ARTICLE 9.17.2 Mileage and Parking

~~2.4.6 Multiple Assignments: Teachers who are placed in assignments that are located at more than one site, shall be compensated at the standard teacher hourly rate for any loss of preparation time and duty free lunch time and paid for mileage expenses at the prevailing IRS rate due to the need to travel from one site to another. Teachers who voluntarily transfer into or accept assignments that are located in more than one site are not eligible for compensation for loss of any preparation time, lunch time, or mileage costs caused by the need to travel from one site to another.~~

~~3.10 Parking: Parking fees shall be waived. At locations with controlled access to parking, teachers may be required to pay a refundable access card deposit. At all other regular work sites Where teachers must pay for parking during the regular duty day, the District shall reimburse teachers for fees that they have paid. The reimbursement shall be on a monthly basis upon submission of receipts. All hourly rate employees and reserve teachers shall also be covered by the reimbursement for parking fees or waiver thereof. The District shall retain the right to provide or assign parking spaces.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

9.17.2 **Mileage and Parking:** Mileage for use of personal automobiles for approved business shall be reimbursed at the prevailing Internal Revenue Service Rate. Where teachers must pay for parking during the regular duty day, the District shall waive or reimburse teachers for fees. The Reimbursement shall be on a monthly basis submitted by the teacher within 60 days of incurred cost, and in the case of parking, is contingent upon submission of receipts. All hourly-rate employees and reserve teachers shall also be covered by the reimbursement for parking fees or waiver thereof.

ARTICLE 11.3 Sick Leaves

11.3 Wellness Pay Sick 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: Teachers actively employed with the District at the start of the year All teachers shall be credited at the beginning of the school year with ten (10) days of sick leave on the first duty day of the year, per year. Teachers working less than a full year shall have their sick leave days pro-rated.~~
 - 1. **Annual Allowance:** ~~Teachers actively employed with the District at the start of the school year shall be granted a credit of ten (10) days of sick leave allowance beginning the first day of active employment. This credit shall be considered an advance of the normal cumulative allowance of one (1) day of sick leave for every month on duty during the entire regular school year.~~
 - 2. **Cumulative Sick Leave:** The normal cumulative sick leave allowance each year shall be ten (10) days for employees on thirty-eight (39) through forty-two (42) week assignments. Teachers on eleven (11) and twelve (12) month assignments shall receive one (1) day per month up to a maximum of twelve (12) days each year. A teacher shall be permitted to carry forward the unused portion of sick leave without limit.
 - 3. **Sick Leave Balance:** The balance of accumulated sick leave shall be printed on the teacher's bi-weekly pay check.
 - 4. **Extended Assignments:** Teachers may use accumulated sick leave for absences due to illness during their extended work year as defined in this Agreement.
 - 5. **Major Illness or Injury in Family:** Teachers may use their accumulated sick leave for major illness or injury (major defined as: one of a serious nature with the possibility of complications and/or death) of a member of the immediate family as defined in Section 11.5.2 of this article. ~~for the reasons~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

permitted by Minnesota and Minneapolis Emergency Sick and Safe Time laws.

6. **Unearned Sick Leave:** Teachers terminating employment with the District shall be required to reimburse the District for sick leave days taken but not earned.
 7. **Less than Full-Time/Full-Year:** Teachers who work less than a 1.0 FTE will have their sick leave pro-rated in accordance with their FTE assignment. Teachers working less than a full school year may have their sick leave allowance pro-rated to the portion of the year they work unless otherwise indicated.
 8. **Illness or Injury of Child:** Teachers may use accumulated sick leave for illness or injury of their children.
- b. **Long Call and Cadre Reserve Teachers' Sick Leave Allowance:** Reserve teachers on a long-call assignment and Cadre Reserve Teachers will be permitted one (1) day of sick leave for every twenty (20) consecutive duty days served during the school year and must use the sick leave during the long call in which accrued. All remaining sick leave is forfeited at the end of each long call assignment. In the case of Cadre Reserves, all remaining sick leave is forfeited at the end of each school year.

c. Separation/Re-employment: All sick leave that has been accumulated by an employee shall be canceled upon the date of separation from employment. Accumulated sick leave will be restored upon reemployment within two (2) years after separation from employment if it has not been already used to fund an MSRS account contribution.

ARTICLE 11.3.2 Sick Leave Pool

11.3.2 Sick Leave Pool:

- a. **Purpose:** The Sick Leave Pool is designed to support teachers who are experiencing suffering from a catastrophic accident or serious illness and do not have enough accrued sick leave to cover their absence from work while they await the ninety (90) duty day eligibility threshold for Long-Term Disability. The purpose of the Sick Leave Pool is to provide additional sick leave days to those teachers suffering from a catastrophic accident, illness, or a serious recurring illness as verified by the teacher's attending physician and substantiated in writing by a third party claims administrator. The Sick Leave Pool coordinates with Long Term Disability (LTD) that begins after teachers have been absent from their position ninety (90) consecutive work days. The Sick Leave Pool Program is designed to help teachers reach LTD if they do not have enough personal sick leave time. Teacher must contact Employee Benefits for Sick Leave



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~Pool and/or LTD application and submit application directly to Third-Party Administrator.~~

- b. **Qualification:** To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Pool provision, the teacher must have:
1. an accident with major injury causing absence by the teacher over an extended period of time and is substantiated in writing by the claims administrator; or
 2. a serious illness causing absence by the teacher over an extended period of time and is substantiated in writing by the claims administrator; or
 3. a serious and recurring illness causing periodic absences by the teacher over an extended period of time and substantiated in writing by the claims administrator.
- c. **Membership:**
1. **Eligibility - Tenured Teachers:** ~~Teachers of the District,~~ as defined in the Agreement, are eligible to enroll to be members of the Sick Leave Pool. Teachers must be tenured as defined in Article 15.10.2 ~~or have successfully completed the achievement of tenure process~~ to be eligible for full membership. Teachers shall automatically be granted full membership upon successful completion of the achievement of tenure process. Teachers must complete and submit a sick leave pool enrollment form to join the sick leave pool.
 2. **Eligibility - Probationary, Tier 1, Tier 2 Teachers:** ~~Teachers who are not tenured and/or have not successfully completed the achievement of tenure process~~ These teachers shall have their membership limited to up to thirty (30) days of access during their probationary period.
 3. ~~**Eligibility - Leave of Absence:** Teachers on personal (non-medical), sabbatical, study, and mobility leaves of absence are not eligible for benefits from the Sick Leave Pool.~~
 4. **New teachers Enrollment:** ~~Eligible teachers~~ shall be eligible to may join the Sick Leave Pool within thirty (30) days of hire, or within thirty (30) calendar days of the first duty day for all teachers in any school year beginning of any succeeding school year. Tenured teachers as defined in Article 15.10.2 shall be eligible to join the Sick Leave Pool as full members within thirty (30) calendar days of achieving tenure, as described above, or within thirty (30) calendar days of the first duty day for all teachers in any school year succeeding the year in which they achieved tenure, as described above. beginning of any succeeding school year. ~~Each new member shall contribute one (1) day of current sick leave to the Sick Leave Pool at the time of joining. Upon joining, teachers shall donate a number of days equal to the number of days they would have donated had they been a member of the Sick Leave Pool from the time they were first eligible.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

5. **Enrollment and Initial Donation:** In order to become a members, a teachers must ~~enroll and~~ donate one (1) day and no more than one (1) day at the time of enrollment. ~~the first year to the Sick Leave Pool in order to establish a minimum of two thousand (2,000) days in the Sick Leave Pool.~~
6. **Subsequent Donations:** Should the number of days in the Sick Leave Pool at the end of the school year be less than ~~two thousand (2,000),~~ each member shall donate one (1) day and no more than one (1) day the following school year.
7. **Withdrawal from the Pool:** Any request to withdraw from membership in the Sick Leave Pool shall be submitted in writing to the ~~Sick Leave Pool Committee~~ MPS Sick Leave Pool Administrator prior to ten (10) duty days after the first duty day for all teachers.
8. **Duration after Accessing the Pool:** Teachers who have accessed the Sick Leave Pool shall remain members of the Sick Leave Pool for the duration of their career in the District.
9. **Donated Days Irretrievable Donation:** All days donated to the Sick Leave Pool shall be irretrievable by the donor.
- ~~10. **Part-Time Employees:** Teachers who become members of the Sick Leave Pool and who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.~~

d. Administration:

- ~~1. **Sick Leave Pool Committee:** The Sick Leave Pool shall be administered by the Sick Leave Pool Committee, composed of three (3) employees appointed by the exclusive representative of teachers and one (1) non-voting member to be appointed by the Division of Human Resources.~~
2. **Claims Administration:** The District will contract with a third-party claims administrator to review all claims and to make a final determination regarding eligibility for Sick Leave Pool benefits.
3. **Annual Reporting:**
 - ~~• **Quarterly:** The claims administrator shall provide quarterly reports to the Sick Leave Pool Committee.~~
 - **Annual:** The Sick Leave Pool Committee and claims administrator District shall present quarterly reports and an annual accounting of the Sick Leave Pool's operation to the Contract Administration Committee Union at the beginning of each school year. The accounting shall include, but not be limited to, a listing of current members, the total numbers of days used during the previous year, and the associated costs.
- ~~4. **Recommendations of the Administrator:** The Sick Leave Pool Committee shall accept the recommendations of the claims administrator and these determinations shall not be subject to the grievance procedure.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

e. Access to and Operation of the Sick Leave Pool:

- 1. Limitations:** Enrolled probationary, Tier 1, and Tier 2 teachers who have enrolled shall have membership limited to up to thirty (30) days of access ~~their membership to up to 30 days of access~~ during their probationary period. Enrolled tenured teachers as defined in Article 15.10.2 who have enrolled shall be granted full membership upon successful completion of the achievement of tenure process. Teachers who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
The use of Sick Leave Pool days during the probationary period shall deduct such number of days from their lifetime total allowance.
- 2. Five (5) Day Waiting Period:** Teachers are not eligible to use accumulated Sick Leave Pool days until five (5) consecutive duty days after the depletion of their individual accumulated sick leave in each instance. If however, the illness is of a recurring nature, the five (5) day waiting period may be waived. A recurring illness is one that recurs within six (6) months.
- 3. Personal Illness Only:** Sick Leave Pool days shall be used only for personal injury or personal illness of teachers, and may not be used to care for family members or other dependents.
- 4. Application and Documentation:** To access the Sick Leave Pool, the teacher shall complete an application. ~~An attending physician's accompanied by a statement must be completed by the teacher's attending physician (licensed psychiatrist if applying for mental/nervous conditions)~~ verifying that the teacher is/was unable to work.
 - Submission within Thirty (30) Days:** The application and attending physician's statement shall be submitted to the third-party administrator ~~District~~ within thirty (30) days of the teacher exhausting ~~her/his~~ their sick leave. All claims and claims procedures will be administered by the claims administrator hired by the District.
- 5. Restrictions on Usage:** Sick leave days from the Sick Leave Pool ~~days~~ may be drawn for only the 196-day contractually defined duty year ~~those weeks of the school year that the teaching contract is in force.~~
- 6. Leave of Absence Restrictions:** Teachers on personal, sabbatical, study, and mobility leaves of absence are not eligible for benefits from the Sick Leave Pool.

f. Benefits:

- 1. Rate of Pay (80%):** A teacher who draws days from the Sick Leave Pool shall receive eighty percent (80%) of ~~her/his~~ their daily rate of pay.
- 2. Maximum Career Benefit:** The maximum Sick Leave Pool benefit shall be one hundred eighty-five (185) days during their career as a teacher in the District.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

3. **Consecutive Day Restrictions:** A teacher who draws days from the Sick Leave Pool shall not exceed eighty-five (85) consecutive days for any one (1) occurrence. If a teacher returns and works on a part-time or full-time basis more than thirty (30) days before LTD eligibility, the ninety (90) day elimination period starts over. Long-term disability (LTD) begins after teachers have been absent from their position ninety (90) consecutive work days, but not more than 120 (90 + 30) work days due to the cumulative elimination period in the LTD policy.
 - ~~**Mental Health – Hospitalized:** Teachers seeking Sick Leave Pool benefits for mental health reasons who are hospitalized may access the Sick Leave Pool for up to eighty five (85) consecutive duty days for any one (1) occurrence, and up to one hundred eighty five (185) days during their teaching career in the District.~~
 - ~~**Mental Health – Not Hospitalized:** Teachers seeking Sick Leave Pool benefits for mental health reasons who are not hospitalized may access the Sick Leave Pool (must be under the care of a licensed psychiatrist) for up to sixty (60) consecutive duty days for any one (1) occurrence and up to ninety three (93) days during their teaching career in the District.~~
4. **Termination of Access:** Sick Leave Pool benefits shall end upon teachers qualifying for benefits for either the long-term disability (LTD) insurance plan or the Teachers Retirement Association plan, or if teachers have already accessed the Sick Leave Pool for the maximum of one hundred eighty-five (185) days during their teaching career in the District.
- g. **Exclusions:** Sick Leave Pool days will not be available for any treatment and/or surgery that is considered elective in nature as determined by the claims administrator.

11.3.3 Leave Donation Program

- a. **Purpose:** This program provides an opportunity for teachers to donate days to other teachers in certain situations where a teacher has experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits. It is the responsibility of the District, ~~in consultation with the Division of Human Resources,~~ to ensure that the requirements of the program are followed.
- b. **Donation Program Description:**
 1. The Union and/or District shall communicate to other teachers the needs of a teacher for donation.
 2. Donors may contribute any number of accrued hours from their sick leave balance in any one school year for use by a specific eligible teacher recipient, which shall be distributed using a centralized pool that is administered by the District.
 3. Sick leave donations are not tax-deductible to the donating teacher.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

4. This is a ~~leave-to-leave donation program, under which the teacher~~ The recipient does not have the option to convert the donated leave into cash.
5. A teacher The recipient does shall not accrue leave benefits while accepting leave donations.
6. ~~A donor teacher may contribute sick leave to a specific teacher recipient by means of a centralized pool that is administered by the Division of Human Resources and the Sick Leave Pool claims administrator for assessment of eligibility.~~
7. ~~Eligible teacher recipients will provide the necessary eligibility and medical documentation to the Third Party Administrator. The Division of Human Resources will notify the bargaining unit of the teacher's eligibility.~~
8. ~~The Union and/or District will communicate to other teachers the needs of the teacher for donations.~~
9. Teacher recipients may not use this program to care for a spouse or dependent.
10. Any donated leave not used shall be transferred to the Sick Leave Pool.

c. Eligibility for Recipients

1. The teacher shall have experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.
2. Teacher recipients shall provide the necessary eligibility and medical documentation to the claims administrator. Upon eligibility determination, the District shall notify the Union.
3. The teacher may access as many days as are donated in their name as long as medical certification supports their eligibility, as determined by the claims administrator.
4. The teacher recipient may only use sick leave donation days for the 196-day regular duty year for teachers.
5. The teacher will become ineligible for this program once any other source of income (e.g., workers' compensation or Social Security insurance) becomes available.
6. ~~The teacher may access as many days as are donated in their name as long as medical certification supports their eligibility.~~
7. ~~The teacher may only receive sick pay from this program for duty days missed during the regular school year. Such pay will not extend to additional assignments such as overload time, summer session time, or hourly rate assignments.~~

a. Clarification for Donors

1. ~~Donor recipients may contribute any number of days from their sick leave balance in any one (1) fiscal year to the sick leave bank for use by an eligible teacher recipient.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

- ~~2. The donation is not tax deductible to the donating teacher and will result in recognition of increased wages and taxes to the donor teacher.~~

~~Any donated leave not used will be transferred to the Sick Leave Pool.~~

ARTICLE 11.4.1 Extended Leaves

***NOTE: Stricken to reduce redundancy within our contract**

~~11.4—Extended Leaves—General~~

~~1.1.1—Leave Process:~~

- ~~a. **Extension of Leaves:** The purpose of this section is to provide stability of programs in the planning and staffing process.
 - ~~1. In order to extend a leave, teachers on a leave of up to one year shall submit an additional "Request for Leave" form to their supervisor and the Division of Human Resources requesting to extend their leave.~~
 - ~~2. If requesting to extend a medical leave of absence, all medical leave requests will be accompanied by the "Medical Documentation—Department of Labor" form, which will be available online, indicating the need and the length of time the leave is recommended.~~
 - ~~3. Teachers must provide a physician's statement indicating the need and the length of time the leave will be extended.~~
 - ~~4. In order to extend a leave, teachers who have been on a leave of more than one year shall submit an additional "Request for Leave" form directly to the Division of Human Resources.~~
 - ~~5. Teachers who take personal leaves of one year or more will lose their right of return to their site or program unless the site holds the position for return.~~
 - ~~6. Teachers whose leaves are extended beyond one (1) year will lose their right of return to their site or program.~~
 - ~~7. Probationary teachers are not eligible to renew a leave of absence beyond three months with the exception of a military leave.~~~~
- ~~b. **Return to Duty After Absence:** Teachers who are absent shall notify principal/supervisor before the close of a school day on the day previous to their return to duty in order that reserve teachers may be released before they leave the building. In case a reserve teacher reports for duty the following day due to the teacher's failure to notify the principal/supervisor, the reserve teacher will remain for the day and the teacher will forfeit the reserve teacher's salary.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

- e. ~~**Medical Reports:** Teachers returning from a medical leave shall submit the appropriate form from their attending physician indicating that they have medical clearance to return prior to reporting to work. When returning from a medical leave, teachers shall submit the designated forms indicating their intent to return to work. The teacher shall return to the same position if the position still exists. The teacher shall return to the same site, unless the teacher is the least senior in their licensure area/department, or chooses excess status through the canvassing process found in the staff reduction provision of Article 15, Transfer, Reassignment, and Recall.~~
- d. ~~**Return from Leave:** Granting a leave of absence signifies that the teacher will be employed at the end of the leave if there is a position for which the teacher is qualified.~~
 - 1. ~~Tenured teachers who intend to return to active duty from leaves of absence shall provide written notice to the Division of Human Resources prior to February 1. Failure to provide written notice to return to duty to the Division of Human Resources prior to February 1 will result in the loss of the right of return from the leave of absence for the following school year.~~
 - 2. ~~Probationary teachers who intend to return to active duty from leaves of absence shall provide written notice to the Division of Human Resources prior to February 1.~~

ARTICLE 11.4.2 Leaves of Absences Without Pay, Less than a School Year

11.4.2 Personal Leaves of Absence Without Pay, less than a school year:

- a. **Leaves of up to fifteen (15) consecutive duty days:** A leave of absence of up to fifteen consecutive duty days may be requested in writing to the principal or supervisor at least ten (10) duty days in advance of the date(s) of use. ~~without pay may be taken for any number of consecutive days up to a maximum of fifteen (15) duty days upon two (2) weeks prior notice to the principal/supervisor. These leaves are intended to be used only for documented, urgent personal business,~~ personal illness, or illness in the family, ~~and emergencies and not for vacation. Notice should~~ shall ~~be given as early as possible so that coverage may be obtained. In the case of an emergency, the notice requirement may be waived. Such leaves of absence shall not be taken more than twice in the contract period, and no more than once in a~~ per ~~school year, with~~ the total days not to exceed the fifteen (15) duty days in a maximum ~~for the contract period. Paid leave may not be used during an unpaid leave of absence. Not more than five percent (5%) of the teachers at any work site or one (1) teacher, whichever is greater, may utilize such~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~leave at any one time.~~ In the case of an emergency, the notice requirement may be waived.

~~b. Leaves up to ninety (90) calendar days during the school year: A leave of absence of up to 90 consecutive calendar days may be requested in writing to the Division of Human Resources at least ten (10) duty days in advance of the date(s) of use.~~ for a period of up to ninety (90) calendar days may be requested during the school year for These leaves are intended to be used only for documented, urgent personal business, personal illness, or illness in the family, and not for vacation ~~or urgent personal reasons.~~ Requests will shall be granted at the sole discretion of the District, ~~;~~ In the case of an emergency, the notice requirement may be waived. and the District reserves the right to place conditions on granting such leaves to ensure minimal disruption to instruction. Notification of return from leave will be coordinated with Division of Human Resources.

~~Requests should be planned to coincide with natural breaks in the school year at the site. The District retains the discretion to adjust the start date/end date, and/or duration of the leave, including extending the return date to the end of the school year if return would be disruptive to instruction.~~

~~Extensions may be requested, and such requests for an extension are subject to District approval.~~

~~Notification of return from leave will be coordinated with Division of Human Resources.~~

- 1) **Managerial Discretion:** The District reserves the right to place conditions on approval of such leaves to ensure minimal disruption to instruction including, but not limited to, adjustment to the dates of leave or extending the return date to the end of the school year.
- 2) **Request to Extend:** Extensions may be requested; however, such requests for an extension are subject to District approval. Under no circumstances shall leave extend beyond 90 calendar days, unless the return date has been extended to the end of the year by the District in order to minimize disruption to instruction.

ARTICLE 11.7.3 & 11.7.4 Peace Corps/VISTA Leaves and Leave for Organizational Service or Public Service

~~11.7.3 Peace Corps/VISTA Leaves: A leave for the Peace Corps/VISTA may be granted to tenured teachers. The teacher who has been on a Peace Corps/VISTA leave will receive full yearly increments not to exceed two (2) years.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

11.7.4~~3~~ Leave for Organizational Service or Public Service:

- a. ~~Teacher Organization Officers~~ Organizational Leave – Union Business:** ~~Tenured teachers who are elected officers or appointed representatives of the Union of the bona fide bargaining unit or who are appointed as business agents may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the organization. Teachers granted leaves of absence for this purpose shall receive service credit toward step movement, longevity, and benefits, placement on the salary schedule and salary increments on the same basis as if they had maintained active teaching status. The Union Minneapolis Federation of Teachers will shall reimburse the District for the actual cost of all compensation and benefits provided. They shall retain tenure status and any sick leave days accrued at the time of taking leave. They shall also be afforded the opportunity of maintaining insurance benefits in force (COBRA), by assuming responsibility for payment of the entire amount of any premium involved. Teachers on a Teacher Organization Officers leave will receive full yearly increments. The Union agrees that the number of teachers on leave for this purpose shall not exceed six (6) at any one time, and that they shall reimburse the District for the actual cost of all compensation and benefits provided~~ Tenured teachers who are elected officers or appointed representatives of the Union of the bona fide bargaining unit or who are appointed as business agents may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the organization. Teachers granted leaves of absence for this purpose shall receive service credit toward step movement, longevity, and benefits, placement on the salary schedule and salary increments on the same basis as if they had maintained active teaching status. The Union Minneapolis Federation of Teachers will shall reimburse the District for the actual cost of all compensation and benefits provided. They shall retain tenure status and any sick leave days accrued at the time of taking leave. They shall also be afforded the opportunity of maintaining insurance benefits in force (COBRA), by assuming responsibility for payment of the entire amount of any premium involved. Teachers on a Teacher Organization Officers leave will receive full yearly increments.
- b. Teachers Elected to Public Office:** Any tenured teacher who is elected to public office may seek and shall be granted a leave of absence with the same provisions and conditions as described in 11.7.4.a above. ~~However,~~ Long-term disability coverage as outlined in this Agreement ~~will~~ shall be continued for teachers serving in the State Legislature while it is in session. ~~The Benefits will be based on earnings just prior to the effective date of leave. Teachers on a public office leave will receive full yearly increments.~~
- c. Service on Public Commissions or Boards:** ~~The Superintendent of Schools or designee may, at her/his discretion,~~ The District may, at their discretion, grant permission for a teacher to be absent from duty, without loss of pay, to serve as an appointed or elected member on a public commission or board.
- ~~Requests for such leaves of absence are to be shall be submitted to the Division of Human Resources at least ten (10) school duty days in advance of the desired date(s) of absence in order to allow for processing the request prior to the requested date of absence.~~
- d. Election Judges:** Teachers serving as official election judges shall be granted leaves of absence with pay for one (1) primary election day and/or one (1) regular election day in any year in which such elections are held to serve in that capacity.

~~11.7.4 **Charter School Leaves:** In accordance with Minnesota Statutes §124E.12, Subd. 6, written requests for charter school leaves received by February 1 shall be approved in accordance with this statute. Leaves may be approved for up to five years with the appropriate documentation submitted to the Division of Human Resources each year by February 1.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

ARTICLE 16 Technology

16.1 Technology Vision

16.1.1. Learning Environment: Minneapolis Public Schools leverages technology to advance a dynamic, student-centered, learning environment that maximizes student potential, empowers teachers, embraces parents, engages community, and promotes global citizenship.

16.1.2 Digital Equity: The District must strive for digital equity. All of our students must be prepared to live, work and thrive in this next century. Our implementation plan must include greater understanding on the part of our teachers and administrators that a technology-enhanced school environment is not a choice, but a necessity.

16.1.3 Enhancement of Future Opportunity: Technologies must be available to make learning exciting and interesting, to enhance interaction between students and others and tie learning to the community outside the school walls. Greater access and skills with information technologies will allow students greater opportunities to prepare for all career paths in the future.

16.1.4 Staff Training: Staff training and education are critical to the overall successful implementation of technology that promotes creativity, collaboration and problem solving.

16.1.2 The Parties mutually agree to the following: Primary objectives to achieve this vision and its goals will include:

- a. All professional staff will ~~teachers shall~~ have ~~be provided with a District e-mail account, a laptop, printer, and access to a~~ telephones with outside lines, voicemail, and Internet access.
- b. All professional staff will ~~teachers shall~~ be expected to use these technologies for job-related communication.
- c. All staff will work toward full implementation of the technology standards and assess themselves against technology standards checklists such as those found at http://its.mpls.k12.mn.us/Tech_Standards_for_Teachers.html
- d. On-line quality professional development opportunities are available for staff seven days a week, twenty four hours a day to improve skills for technology use, such as Atomic Learning <http://www.atomiclearning.com/>
- e. Teachers will ~~shall~~ understand and follow Minneapolis Public Schools Internet Policy Guidelines in all uses of technology. <http://its.mpls.k12.mn.us/sites/3ab69bed-343f-4692-80cb-86c05ea9cf88/uploads/6415c.htm>
- f. Qualified technical support for all technology will be available.
- g. The District will provide both online and on-site training to teachers for effective technology integration to support curriculum and instruction.
- h. District curriculum, whenever possible, should be available in digital format, ~~and online.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

- i. ~~Implementation of the District Master Technology Plan will be continuously assessed and evaluated to ensure efficiency, effectiveness, and overall success as it impacts teaching and learning.~~
- i. ~~There will be equitable access to digital technology such as digital cameras, camcorders, DVD players, CD/DVD burners, and laser printers across the district.~~

~~This vision requires dedication, work, and sincerity by all of us. We believe we can and will achieve it.~~

16.2 **Teacher Telephones:**

~~16.2.1 **Classrooms and Offices:** In order to increase communication among teachers, students, parents and the community, the District will continue to provide telephones and voicemail for every teacher's use. All new construction and newly remodeled sites will be wired at the time of construction and/or remodeling to facilitate the installation of telephones in every classroom and office for external communication. Existing sites will be on line with individual telephones and voice mail to maximize professional responsibility, safety, communication, privacy, and accessibility. The District will provide training for effective use of the system, and teachers will use the system for maximum effectiveness.~~

- a. ~~**Building Telephone:** Where individual classrooms and office telephones are not available, a Classroom and office telephones (dedicated line) shall be maintained in each school building on the basis of need for the use of teachers and in locations convenient to teachers. Teachers shall reimburse the school for chargeable personal calls.~~
- b. ~~**Cellular/Digital Phones:** At each site, there will be cellular/digital phones available to staff for school business on a temporary basis when needed for field trips, home visits, student transportation, health emergencies, or other activities requiring communication away from the school approved by a site administrator or designee. Reimbursement to the District for any personal calls by the teacher will be made according to existing guidelines. The District will inform the teachers of special arrangements for personal cellular telephone purchase and service contracts available, which may be of interest to the teacher at no cost to the District. Teachers who assess home settings shall have access to cell phones. Teachers who serve multiple sites shall have the option to apply for a cell phone, as appropriate to their role.~~

~~**16.4 **Pagers:****~~ Pagers are a link for professional staff with responsibilities off school sites. Pagers are available for school business only at educational rates funded by school sites.

~~**16.5 **Internet Access:****~~

~~16.5.1 **Access to Internet:** All teachers/classrooms will have Internet access and wireless within each building. The district network will be continuously updated to provide sufficient bandwidth for staff and student instructional use of the Internet.~~

~~16.5.2 **Usage:**~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

- a. ~~**Teachers:** Teachers will use electronic data entry and retrieval with such District functions as transfer and reassignment interview requests and summer school applications.~~
- b. ~~**Union Activities:** The District e-mail system may be used for Union activities other than election campaigns in accordance with District policy, procedures and requirements.~~

~~16.6 Integrated Technology:~~

~~16.6.1 The District is committed to meeting the following goals:~~

- ~~• Continually reexamine the Discovery system with input from users to improve effectiveness~~
- ~~• Providing access to technology at all sites and for all students and staff.~~

~~16.7 Computer/Laptop Availability:~~

~~**16.7.1 Availability:** Every teacher will have a classroom/office, networked/Internet accessible, fully functional computer or laptop for the purpose of supporting the teaching and learning process, processing paperwork, accessing district information, policies and data, and communicating via email. Staff will have a laptop if a desktop computer is not feasible.~~

~~**16.7.2 Care of Equipment:** Teachers/RSPs will not be responsible to pay for accidental damage, loss, or theft of a District laptop, IPAD, Tablet or other district-owned electronic device. Teachers will exercise care with District equipment. Teachers will be provided written guidelines for appropriate care and use of District equipment at the time it is checked out.~~

~~**16.7.3 Choice of Computer Type:** If funds become available for an additional computer it is recommended that teachers be given a choice of a laptop or desktop computer.~~

~~**16.7.4 Printers:** Some printers need to be available in convenient, secured locations, accessible only to staff, at each school site so teachers can print confidential information.~~

~~**16.8 Disposal of Confidential Documents:** Resources will be available to all teachers to appropriately and securely dispose of papers containing confidential information.~~

~~**16.9 Technology Professional Development for Teachers:** the District will provide both online and on-site training to teachers for effective technology integration to support curriculum and instruction. Sites will use technology self-assessment to prioritize technical skills needed. Sites and teachers are encouraged to take advantage of Pro-Pay Skill Sets of exemplary best practices.~~

~~16.10 Technology and Paperwork Reduction for Special Education Teachers/Providers and Related Services Personnel:~~

~~**16.10.1 Accessibility to Technology:** All special education teachers and related services personnel shall have the tools and training to do their jobs. Any technology initiatives shall include Special Education Teachers/providers with the objective of providing individually assigned computers with quick access to internet (including but not limited to web-based due process forms and training), on and off-site access to~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~student information, up-to-date software, and access to confidential secure printers, accessible only to staff.~~

~~**16.10.2 Part Time Teachers:** Teachers in less than full-time special education assignments may need to share equipment with another teacher.~~

~~**16.10.3 Technology Support:** District programs and grants shall include a special education technology support component. The Special Education Labor Management Committee shall be updated at least annually by the IT Director in order to monitor implementation.~~

~~**16.10.4 Training:** Differentiated training based on due process compliance performance data and the ability of school teams and/or individuals to fulfill due process requirements shall be developed and provided by the District.~~

~~**16.10.5 Conversion of Forms:** Existing forms shall be configured electronically with internally available data embedded in order to reduce manual typing or hand entries on forms (e.g., transportation forms, summer school forms, etc.)~~

~~**16.11.4 Off-Site Access:** For staff teachers who already have their own personal internet access, the District shall provide for the ability to will provide portal access so that they can access District websites and applications from off-site within the continental United States.~~

~~**16.12 Labor/Management Technology Advisory Committee:**~~

~~**16.12.1 Purpose:** The District Technology Advisory Committee will shall serve as the steering committee for identifying and discussing district technology needs, projects, standards, staff development, and progress.~~

~~**16.12.2 Committee Membership:** The committee shall meet quarterly and consist of not more than five (5) representatives of the Union and not more than five (5) representatives of the District, to which the parties shall assign their own representation. Should temporary expansion of the committee be deemed necessary due to matters of specialized concern or expertise, the number of Committee participants may be expanded through mutual agreement. This committee will consist of a representative group the majority of which are teachers. There will be two co-chairs of the committee, one appointed by the district and one appointed by MFT. Teacher members on the committee will be appointed by the MFT in collaboration with Information Technology Services and meet quarterly.~~

~~**16.12.3 Committee Functions:** The District Technology Advisory Committee will guide the implementation of the 2008-2011 Master Technology Plan and serve to meet the needs of teachers and students. Throughout the year, the committee will collaborate with curriculum specialists and technology integration specialists to develop best practices around technology integration in the classroom and make recommendations. The committee will help determine the skill sets/competencies needed by teachers in the District in order to function competently in the effective use of technology for teaching, learning and communicating.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~**16.12.4 — School Site Technology Plans:** The District Technology Advisory Committee, curriculum specialists, and technology integration specialists will use data from the school site technology plans in their planning and advisory practices. The School Site Technology Plans are to be filed by each site annually through the District's electronic filing process on the Intranet under the Department of Information and Technology Services.~~

~~**16.13 — Standards of Technology Use:**~~

~~16.13.1 — **Standardization:** The District, through the District Technology Advisory Committee, will establish standardized systems and technologies for use by sites and staff.~~

~~16.13.2 — District and staff will be expected to know, understand, and use these systems and technologies (hardware and software) for communication purposes and to advance student and staff learning.~~

~~**16.13.3 — Infrastructure:** District and sites are responsible for the infrastructure needed to support, maintain, and update these systems and technologies.~~

~~**16.13.4 — Shared Decision Making:** Strategies should be in place to involve teachers in planning and decision making about technology.~~

~~**16.13.4 — Technology Implementation Standards:** Technology Implementation Standards will be followed throughout the initiation, implementation, and institutionalization of technology in the District and sites.~~

~~**16.14 — Digital Learning Curriculum:** Instructional Leadership Teams ILTs will continue to use digital learning curriculum and be supported by the District through staff development and access options.~~

16.15 Technology Joint Labor Management Committee:

16.15.1 Purpose: Objective: Convene a new inter-departmental Labor Management Committee by June 1, 2016 that will consist of three (3) appointees each to Information Technology, Teaching & Learning, and Library Media Specialists staff to The Technology Labor Management Committee shall review and proactively resolve technology and library media issues as they arise. This Labor Management Committee would also look into staffing levels and caseloads for Library Media Specialists and make recommendations to the District.

16.15.2 Committee Membership: The District will shall appoint three (3) representatives each from Information Technology staff, and Teaching and Learning staff, and MFT will shall appoint up to three (3) representatives from Library Media Specialist staff. Additional representatives may be appointed, through mutual agreement.

16.16 Modernizing Technology Timeline:

~~16.16.1~~ **Timeline:** The District shall provide advance notice to site staff of any change or upgrade to modernize technology forty-five (45) days prior to the change. If the forty-five (45) day timeline is not feasible, the District will provide notice as soon as possible. A change or upgrade is understood



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

to mean adoption of new technologies requiring the replacement of old Technologies.

~~16.16.2 — **Definition:** A change is understood to mean new modernized technologies are replacing the old technologies.~~

~~16.17 — **Access to Personal Information:** Teachers shall not be required to provide their MPS username and password to anyone.~~

~~16.18 — **Technology Support — eHelpDesk:** It is critical for teachers to have technology assistance available to carry out their professional responsibilities. The eHelpDesk discovery tickets and phonenumber (currently 612-668-0088) for shall be staffed on all conference nights.~~

MEMORANDUM OF AGREEMENT: Black Men Teach

WHEREAS, Minneapolis Public Schools, Special District No. 1 (“District”) and the Minneapolis Federation of Teachers, Local 59 (“Union”) 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, specifically towards Black male educators, as they 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; and

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

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

THEREFORE, BE IT RESOLVED THAT the parties agree to this Memorandum of Agreement (MOA) jointly agree to the following:

1. Nellie Stone Johnson (NSJ) Community School shall be a partnership elementary school with Black Men Teach (BMT), which shall be interpreted to mean:
 - a. BMT Fellows may interview for and be offered teaching positions at NSJ concurrent to the timeline for internal District employees.
 - b. Teachers identified as BMT Fellows shall be exempt from contractual provisions for excessing and lay-off, to the extent allowable by law.
 - c. BMT Fellows shall be allowed five (5) days per year of reserve teacher coverage, with no loss of pay or benefits, to participate in BMT-sponsored professional development events. Absences for said professional development shall not take place on District professional development days.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-2023 or 2023-2025 Collective Bargaining Agreements between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2025.

MEMORANDUM OF AGREEMENT - Interview and Select Spring 2025

WHEREAS, this Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Teachers ("Union") to specify certain terms and conditions relating to the Spring 2025 Transfer, Reassignment, and Recall provisions for school year 2025-2026; and

WHEREAS, the Parties agree that while it is important to facilitate the best match possible between internal teachers and sites, departments, or programs, it is also mutually beneficial to have an external hiring process timeline that is alignment with other metro-area school districts, with whom the District competes for talent; and

WHEREAS, the District and the Union have committed to negotiate a streamlined Interview and Select process for the 2025-2027 CBA;

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

1. Implementation of streamlined Interview & Select Process. The streamlined Interview & Select process initiated by this MOA shall be in effect for the 2025-2026 staffing cycle during Spring 2025.

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

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

b. ~~**Permanency:** All vacancies filled from the start of the transfer process shall be considered permanently filled.~~

c. **Candidate Pool:** The interview pool shall consist of eight (8) candidates for each position which shall include the top four (4) senior applicants, two (2) applicants currently teaching in the District, and two (2) applicants to be selected by the site



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

interview team which may include those who have signed early contracts to teach the following year.

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

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

d. Timing – Posting, Scheduling Interviews, Offers, Matching, Placement:

- ~~1. **Catalogue:** Within 10 duty days after the District's Budget Tie Out (BTO) deadline, the catalogue of open positions will be posted online for teachers to begin the application process. The catalogue will be sent to the Union and principals.~~
- 2. Interview Sign up:** The catalogue of open positions ~~will~~ **shall** be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.

e. Rounds and Movement: There shall be one (1) round of Interview and Select for positions above Professional Tenured Teacher on the Professional Career Continuum (See Table at Article 5.14.2 Items G-U), including Teachers on Special Assignment (TOSA), District Program Facilitators (DPF) and one (1) round of Interview and Select for positions at or below Professional Tenured Teacher on the Professional Career Continuum.

i. **Exception:** If it is reasonably determined that the School Board-directed school transformation process ~~will~~ **shall** result in the closing of 7% or more of the District's schools for school year 2025-2026, there shall be two (2) rounds of Interview and Select. Each round shall include all available known teaching positions on the Professional Career Continuum (See Table at Article 5.14.2, A-U). Teachers shall be allowed to accept only one assignment (1) time during the Interview & Select process, unless a second move would be from a position at or below Professional Tenured Teacher on the Professional Career Continuum to a position above Professional Tenured Teacher on the Professional Career Continuum (See Table at Article 5.14.2, move from A-F to G-U).

f. Matching and Placement: If it is reasonably determined that the School Board-directed school transformation process ~~will~~ **shall** result in the closing of 3% or more of the District's schools for school year 2025-2026, there shall be no Matching



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

process and the District shall proceed directly to the Labor-Management Placement Committee process.

g. **External Postings:** Teachers shall be eligible to apply for and accept positions that are posted externally through June 30, 2025.

3. **Permanency:** All vacancies filled from the start of the transfer process through the end of the second semester of the following school year shall be considered permanently filled. This supercedes Article 15.2.14.

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

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the ~~2021-2023~~ or 2023-2025 Collective Bargaining Agreements between the District and the Union, all other wages, hours, and terms and conditions contained in the applicable Collective Bargaining Agreement shall remain in full force and effect.

BE IT FURTHER RESOLVED, that to the extent this MOA is a deviation from the terms of the collective bargaining agreement between the District and the Union, it shall not form the basis for any precedent that may be cited for any grievance concerning any alleged violation of the contract.

This MOA shall expire on June 30, 2025.

MEMORANDUM OF AGREEMENT: Library Media Specialists

This Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools, Special School District No. 1 ("District") and the Minneapolis Federation of Teachers and Educational Support Professionals, Local 59 ("Union") to specify certain terms and conditions relating to Library Media Specialists.

WHEREAS, the District acknowledges the importance of Library Media Specialists role in school libraries, library management and increasing district-wide literacy; and

WHEREAS, the District acknowledges the need for flexible scheduling of a Library Media Specialist (LMS) in order to serve the needs of students and to ensure libraries are inclusive, supportive spaces; and



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

WHEREAS, the District recognizes the importance of supporting all Library Media Specialists in their professional learning and development;

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

1. Instructional Schedule, Flexible Scheduling: "Flexible" means the LMS is responsible for building their own daily schedule to best meet the instructional, literacy, and informational needs of students and staff, up to 4 periods per day. This requires a duty-free lunch, preparation period, library administration period, and non-instructional time.
- ~~a. There are two different scheduling models for full time (1.0 FTE) LMS: Flexible and Fixed. "Flexible" means the LMS is responsible for building their own daily schedule to best meet the instructional, literacy, and informational needs of students and staff, up to four (4) periods per day. "Fixed" scheduling means that LMS have regularly scheduled classes (including advisory) for no more than 160-170 mins per day. Both models~~
2. Library Media Specialists shall seek to use non-instructional time or library administrative time first to participate in monthly peer Professional Learning Community (PLC) or library department collaborations, and if the scheduling of cross-district members does not align, the library media specialist can utilize their flexible schedule to participate in these professional development opportunities.
3. Library Manager: Licensed Library Media Specialists shall oversee the District library ies, resources, machine-readable cataloging (MARC) records, and cataloging protocols, collection, organization, and development. ~~The District~~ Licensed Library Media Specialists shall collectively recommend parameters and systems for records, library circulation, cataloging, processing, collection development, maintenance, gentrification, and inventory.
4. The ~~Labor/Management~~ Technology Labor Management Committee shall jointly form a recommendation to the Superintendent or designee regarding:
 - ~~a.~~ School technology plan that includes beginning and end of the year technology set up including but not limited to MPS login credentials and the circulation of instruction technologies used by students and staff
 - ~~b.~~ Instructional Technology adoption pilot implementation plan that includes the adoption of student technologies, instructional software, learning management systems, etc.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2023-2025 Collective Bargaining Agreements between the District and the Union, all other wages, hours, and terms and conditions contained in the applicable Collective Bargaining Agreement shall remain in full force and effect.



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

BE IT FURTHER RESOLVED, to the extent that this MOA is a deviation from the terms of the collective bargaining agreement between the District and the MFT, it shall not form the basis for any precedent or past practice.

This Memorandum of Agreement shall expire on June 30, 2025.

MEMORANDUM OF AGREEMENT: Special Education Workload

WHEREAS, this Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Teachers ("Union") to specify certain terms and conditions relating to special educator caseload and workload; and

~~WHEREAS~~ there must be procedures to enact policies and contract language in MPS;
WHEREAS, the District acknowledges their obligation to review policies and regulations in a timely manner to ensure policies are relevant and are inclusive of state and federal requirements, and

~~WHEREAS~~ special education workload needs updated time and work studies to determine workload and relief therein;
WHEREAS, the District recognizes the last workload time study conducted in 2011 does not recognize or include the most recent impact of the COVID-19 pandemic or the comprehensive district design on students and special education staff, and

~~WHEREAS~~ there is more due process paperwork than can be reasonably completed within the duty day;
WHEREAS the District recognizes the amount of due process paperwork necessary to meet state and federal compliance varies based upon student IEP needs and thus it impacts workload and caseload; and

~~WHEREAS~~ MN Rules 3525.2325 and 3525.2340 specifically notes certain requirements of a special education teachers' workload, there are a number of other, unrecognized demands that require time, attention, and professional skill sets;

WHEREAS the District defines caseload as student count – the number of students with an Individualized Education Plan (IEP) for which a special educator is responsible; and

WHEREAS the District defines workload as all of the responsibilities required of special educators which shall be based upon the student's needs. Workload includes but is not limited to specially designed instruction, evaluations and reevaluations, due process procedures and IEP Management Responsibilities, Preparation Time, Directing Work of Paraprofessionals, and Other Assignments; and



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

WHEREAS ~~the prioritization of~~ staffing shortages has resulted in an increasing number of educators working on Tier 1 or Tier 2 licenses the district recognizes the need for mentoring and peer-coaching support for special education staff ~~holding Tier 1 or Tier 2 licenses that reflects their commitment to professional development learning and retention within the field;~~ and

WHEREAS the retention of experienced special education professionals is essential for maintaining continuity of services and fostering positive outcomes for students who are receiving special education services; and

~~**WHEREAS** the shortage of qualified special education professionals exacerbates workload challenges and compromises the delivery of quality education to students with disabilities;~~

WHEREAS the collaborative efforts of the Special Education Labor-Management Committee are instrumental in overseeing the implementation and adjustment of provisions outlined in this Memorandum of Agreement, ensuring ongoing support for special education professionals;

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

- ~~1. Minneapolis Federation of Teachers and Education Support Professionals, Local 59 and Minneapolis Public Schools shall implement the following procedures in order to reduce the workload burdens uniquely experienced by our Birth — 22 Special Education Teachers and Related Service Providers:~~

~~**Special Education Workload Review:** Special Education Teacher assignments for staff shall not exceed 1.00 — 1.25 points based on the following weighted formula. While MN Rules 3525.2325 and 3525.2340 specifically notes certain requirements of a special education teachers' workload, there are a number of other, unrecognized demands that require time, attention, and professional skill sets. These demands are noted, but not limited to the enumerated tasks under Comprehensive Case Management category in the table that follows.~~

~~**a. Workload Relief Considerations and Formula:** A jointly constructed workload formula shall be put into place no later than August 15, 2024 or within 60 days of ratification of the 2023–2025 collective bargaining agreement, whichever comes sooner.~~

~~i. Student contact minutes;~~

~~ii. Evaluation and reevaluation time;~~

~~iii. Indirect services time;~~

~~iv. Management of Individual Educational Programs (IEPs);~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~v. Travel time required for provision of services or management of IEPs;
and~~

~~vi. Other services required by the IEPs of eligible students.~~

~~1. **Special Education Workload Review Workload Time Study:** The District shall complete a 3-year time study in workload, caseload, and due process paperwork time for all Birth – 22 special educators and related service providers and provide study results to the Special Education Labor Management (SELM) Committee no later than December 2024.~~

~~a. A jointly constructed workload formula shall be put into place for trial by beginning of budget development with the intention to operationalize for the school year 20265-20276. The workload formula shall include recommendations regarding caseload and workload, including recommendations for due process and case management time.~~

~~2. **Dedicated Due Process and Case Management Time:** As the Parties await the results of the Special Education Workload Review and subsequent recommendations, as outlined in 1.a. and 1.b. above, the District agrees to communicate to all administrators, the expectation that all special educators are permitted to allocate time within their schedules to complete due process requirements, including IEP development, evaluations, assessments, and documentation, along with providing required Individualized Education Plan (IEP) service minutes.~~

~~As the Parties await the results of the Special Education Workload Review and subsequent recommendations, as outlined in 2.4.1b above, the District agrees to communicate to all administrators the expectation that all special educators are permitted to allocate time within their schedules, outside of their designated preparation time, to complete due process requirements. These requirements include but are not limited to IEP development, evaluations, assessments, and documentation. Administrators will be expected to partner with special education staff to establish an appropriate schedule, allowing this time along with providing required Individualized Education Plan (IEP) service minutes.~~

~~All special education case managers shall receive due process and case management time separate from preparation time during student day. Preparation time is not time for conducting special education evaluations, re-evaluations, or complying with procedural requirements. (See Article 2.4.1.b).~~

~~1. The amount of dedicated due process and case management time provided for elementary teachers shall be a minimum of 275 minutes per five-day work week. This due process and case management time shall be within the defined student day and shall be divided into five days in increments no less than 45 minutes at a time.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

- ~~2. The amount of dedicated due process and case management time provided for secondary (middle and high school, as well as Transition Plus) schools shall be a minimum of 275 minutes per five-day work week. This due process and case management time shall be within the defined student day and shall be divided into five days in increments no less than 45 minutes at a time.~~
- ~~3. The dedicated due process and case management time shall not reduce the amount of preparation time nor non-instructional time, including the duty-free lunch and non-instructional time.~~

~~**3. Mentoring Peer Coaching for Special Education Professional Educators:** The District shall create a Special Education Coaching Model. Educators working in special education under a Tier 1 or Tier 2 license shall be prioritized for coaching support. The Parties agree that the formulation of the Special Education Coaching model shall be a joint endeavor between the QCOMP Governance Committee and the Special Education Labor Management (SELM) Committee. Licensed Special Education staff new to the profession or new to the District will receive mentoring and/or peer support during the first three (3) years of employment in the District based upon available peer support.~~

- ~~1. When possible, mentor a peer coach support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support or will be paid at their direct instructional rate for each hour worked for any work done outside of the contract day. This mentor support is provided on a voluntary basis and no Special Educator shall be compelled to provide mentoring peer coaching support. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.~~
- ~~2. Educators working in Special Education under a Tier 1 or Tier 2 license will be prioritized for mentoring peer coaching support until they have completed an education preparation program or tenure is granted, whichever comes first.~~
- ~~3. Mentoring Peer Coaching support shall be provided for a maximum of 3 years prior to movement to Tier 4.~~

~~C. Minneapolis Public Schools and Special Education Labor Management (SELM) Committee shall create a Special Education Coaching Model (including district-provided support). Educators working in Special Education under a Tier 1 or Tier 2 license will be prioritized for coaching support until they have completed an education preparation program or tenure is granted, whichever comes first.~~



Tentative Agreement of the MFT59 Teacher Chapter 2023-25 Contract

Reached at 12:30 am on April 26, 2024

~~1. For SY 24-25, MPS special education in collaboration with Teacher Development shall ensure that every Tier 1& 2 has a district assigned support person. If a district support person cannot be identified before the start of the school year and a peer is identified to be the support, they shall be paid at their direct instruction rate for coaching time.~~

~~2. This Memorandum of Agreement shall be in place until which time that the Union and the District reach language provisions addressing effective workload reduction to be included in the Collective Bargaining Agreement.~~

4. **Implementation & Monitoring:** Implementation and monitoring of this MOA shall be supported and monitored through the Special Education Labor Management Committee in collaboration with Contract Administration.

~~4. Monitoring of efficacy of this MOA shall include qualitative and quantitative data showing workload reduction, retention data for special education teachers and related service professionals, and other such data as deemed appropriate by the Special Education Labor Management Committee.~~

~~BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2023-2025 collective bargaining agreements between the District and the Union, all other wages, hours, and terms and conditions contained in the applicable Collective Bargaining Agreement shall remain in full force and effect.~~

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.

~~This Memorandum of Agreement shall expire on June 30, 2027.~~

CHANGES TO APPENDIX:

- Schedule E stricken (redundant to information in Article 8)
- When staff attend New Teacher Orientation, they will receive compensation at their Direct Instruction Rate.