



2019-2021
MFT Local 59
DISTRICT PROPOSAL
Date Passed – October 10, 2019

SECTION IV – Memoranda of Agreement (MOAs)

- MOA – Streamlined Interview & Select Process
- MOA – High Priority Schools
- MOA – Staffing Hard-to-Fill License Area and High Priority School Vacancies
- MOA – Community Partnership Schools
- MOA – Community Partnership Schools – Grandfather Clause
- MOA – Class Size
- MOA – Restorative Practices Labor-Management Committee

**** The District may also be bringing changes to additional MOAs****

~~MOA – STREAMLINED INTERVIEW & SELECT PROCESS~~

~~Agreed to by the parties to the 2015-2017 Bargaining Agreement on July 26, 2016.
Updated March 6, 2018.~~

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

~~**WHEREAS**, the current collective bargaining agreement between the District and the Union specifies the Interview & Select process; and~~

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

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

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

- ~~1. **Implementation of streamlined Interview & Select Process.** The streamlined Interview & Select process initiated by this MOA shall be in effect for the next two (2) staffing cycles, staffing for the 2018-2019 and 2019-2020 school years.~~
- ~~2. **Timeline for streamlined Interview & Select Process.** The parties agree to create a streamlined Interview & Select process with the following components:~~
 - ~~a. The schedule for postings, interviews and transfers to occur will be reviewed at contract administration. Once finalized, the schedule will be posted online and emailed to staff.~~
 - ~~b. Within 10 duty days after the District's Budget Tie Out (BTO) deadline, the 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. The catalogue of open~~

~~MOA — HIGH PRIORITY SCHOOLS — 2015-17~~

~~Agreed to by the parties to the 2015-2017 Bargaining Agreement on July 15, 2016.~~

~~The Minneapolis Public Schools (MPS) and the Minneapolis Federation of Teachers (MFT) share a common goal in strengthening academic performance at schools identified by the district as "High Priority Schools".~~

~~The following commitments are effective July 1, 2015.~~

~~Section A. Time~~

~~Teachers have repeatedly expressed the need for more time to collaborate. Best practices in high performing, urban schools also demonstrate the need for structured, dedicated time for planning, professional development and collaboration. Therefore:~~

- ~~a. Starting with the 2015-16 school year, teachers with any assignment at a High Priority School will participate in up to five (5) additional duty days or equivalent time for professional development/collaboration beyond what is agreed to in the master CBA between MPS and MFT.~~
- ~~b. The specific schedule and topics to be addressed during the professional development/collaboration days or extended times will be determined by each school's Principal/Administrator and Instructional Leadership Team after seeking input from the teaching staff. The school's Associate Superintendent will have final approval of the plan.~~
- ~~c. The District can also develop a plan for additional instructional time for students in all or some of the High Priority Schools. The District will work collaboratively with the MFT, teachers, parents, students and community partners to review possible options that may include:
 - ~~i. Additional instructional days beyond the days in the District school calendar approved by the Board of Education for the following school year.~~
 - ~~ii. Additional instructional time through extended learning options and a longer day.~~
 - ~~iii. A summer school option at High Priority Schools that identifies specific students who would benefit from additional time and learning supports.~~
 - ~~iv. An alternative option developed by the parties that meets the objective of providing additional instruction, increasing student achievement and closing the achievement gap.~~~~
- ~~d. Annually, the District will designate sites and programs that will be added to the list of High Priority Schools contained in Appendix A based on changes in school performance. The District will meet with MFT to discuss performance results by November 1st of each year make any needed changes to the list.~~
- ~~e. Teachers at High Priority Schools who work additional days beyond the regular duty year (196 days) agreed to in the Collective Bargaining Agreement will be paid their regular daily rate for the additional days and need to sign a form stating that they understand that the extended time is not guaranteed in future years. If additional days will be added to the following school year, staff will be notified prior to March 15th or the start of the Interview and Select process, whichever occurs earlier.~~

~~Section B. Staffing~~

~~In order to maximize mutual consent and ensure best fit, a teacher may be placed into a HPS vacancy by the Labor Management Placement Committee if there is mutual consent between the teacher and HPS site administration following an interview. A teacher may interview for a HPS vacancy, upon request; and, the Placement Committee may refer a teacher for an interview, which may be agreed to or declined by the teacher. If an interview occurred earlier in the transfer process, the interview requirement may be waived~~

occur prior to budget tie-out for contract teachers to interview for vacancies for the following year that may arise at times earlier than the regular staffing process;

NOW, THEREFORE BE IT RESOLVED THAT the District and Union hereby agree that the following parameters will apply to any ~~High Priority Schools and hard-to-fill~~ vacancies at any site:

- ~~1. **Identification of High Priority Schools:** By November 1st each year, the District shall notify the Union of the list of High Priority schools based on the Minnesota Department of Education (MDE) definition of priority and focus schools. No job postings relating to the positions identified in this MOA shall be made until the District and Union meet regarding these positions.~~
- 2. Identification of Hard to Fill License Areas:** By November 1st each year, the District and Union will meet to discuss the list of hard to fill license areas. No job postings relating to the positions identified in this MOA shall be made until the District and Union meet regarding these positions.
- 3. Extended Interview and Select:** Interview and Select for hard-to-fill positions may take place prior to during or after budget tie-out for the following school year due to reasons such as resignation, retirement, reassignment (e.g., taking a TOSA position), or newly created positions due to additional funding.
- 4. Stabilizing mid-year displacement:** In the event that a teacher gives notice of a retirement or resignation date that is within the school year, the District will work with the teacher to provide an opportunity to exit at a natural break in the school calendar. With the agreement of the teacher after consulting with the Union, the District has the discretion to look for a temporary alternative assignment (e.g., Building Reserve, etc.). After reassignment of the teacher to the alternative assignment, the vacancy created may be posted and filled in accordance with this MOA and/or the Collective Bargaining Agreement (CBA.)
- 5. Licensure, Application Process:** Any applicant seeking a position must hold the proper license(s) listed for the position valid through the school year for which they are applying in order to be considered for positions. Teachers seeking a new position must go online and apply for specific positions at designated sites. Teachers shall submit a resume using the standard resume format when applying for positions. All MPS contract teachers (i.e., current teachers and unassigned teachers) and qualified external candidates (i.e., screened by Human Resources who have been given a contract) may seek an interview.
- 6. Other Transfer Provisions:** Other transfer provisions contained in the CBA will otherwise apply.
- 7. Adjustments to Process:** Any necessary adjustments to the process outlined in this MOA that may arise will be brought to contract administration where the parties will meet to seek the solution.

~~MOA - COMMUNITY PARTNERSHIP SCHOOLS~~

~~Agreed to by the parties to the 2013-2015 Bargaining Agreement on March 7, 2014.
Updated July 15, 2016~~

~~WHEREAS, Minneapolis Public Schools (District) and the Minneapolis Federation of Teachers, Local 59 (Union) share the belief that every student and every school can succeed with the right conditions for learning; and~~

~~WHEREAS, the District and the Union recognize the need to operate in a collaborative relationship with families and school community to provide the best opportunities for~~

- (vi) ~~Design of school days, weeks and school years up to two hundred and eleven (211) duty days.~~
 - (vii) ~~Redesign of collaboration and preparation time.~~
 - (viii) ~~Budget flexibility to meet the unique needs of the site as developed in their plan.~~
- e. ~~If a new District initiative or program conflicts with a Community Partnership School's plan, that school shall notify the CPS Advisory Committee of such conflict. The Advisory Committee shall work with the site and District departments to maximize the school's opportunity to opt out of the new initiative in favor of pursuing the school's plan as approved by the CPS Advisory Committee and Board of Education.~~

~~3. CPS Advisory Committee:~~

- a. ~~The parties will establish a Community Partnership School Advisory Committee (CPS Advisory Committee) to provide recommendations to the Superintendent and Board of Education. The CPS Advisory Committee will be comprised of equal representation from the District and the Minneapolis Federation of Teachers. The District and MFT will mutually appoint two (2) community members to the CPS Advisory Committee. If the District and MFT cannot agree on two (2) community members, each will appoint one (1) community member to the CPS Advisory Committee.~~
- b. ~~The CPS Advisory Committee will make recommendations related to the following:~~
 - (i) ~~Helping to develop a clearly defined needs assessment process that involves self-assessment by the site to capture the voice of all affected stakeholders.~~
 - (ii) ~~Reviewing proposals for schools to participate in the needs assessment and eventually launching the schools.~~
 - (iii) ~~Providing feedback on plans for newly created schools that include any of the flexibilities outlined above.~~
 - (iv) ~~Reviewing regular reports from Associate Superintendents on quality of implementation and design of school plans.~~
 - (v) ~~Actively participating in a process for school families and community to have a voice in the development of Community Partnership Schools.~~
 - (vi) ~~Ensuring Community Partnership School plans are developed by the site through a collaborative process to establish buy-in and commitment to the model.~~
 - (vii) ~~Developing systems to ensure the CPS Advisory Committee process is efficient and effective.~~

~~4. Needs Assessment:~~

- a. ~~The District in collaboration with the MFT will develop a Needs Assessment to review the potential capacity of each school as to whether they can utilize any of the outlined flexibilities.~~
- b. ~~The CPS Advisory Committee will ensure a clear process that includes buy-in from site staff and the school community. To measure staff buy-in, at least one indicator will be a vote of the licensed teaching staff of the site on the CPS plan. The results of the vote will be included in the report to the CPS Advisory Committee. The staff vote should reflect at least two thirds (66.67%) buy-in from licensed staff. The CPS Advisory Committee will review the process and results. If the vote does not result in at least two thirds buy-in, the CPS Advisory Committee will follow up with the site to explore where buy-in may be lacking, and develop strategies to ensure adequate levels of support from licensed staff.~~
- c. ~~The results of the Needs Assessment will be submitted to the CPS Advisory Committee for their review and feedback.~~

~~5. Process to Create Community Partnership Schools from Existing Schools:~~

- a. ~~A site seeking CPS status will develop a site plan, outlining which flexibilities outlined in paragraph 2(d) they request. The plan must explain in detail how these requested~~

related to the plan. In such cases, the District and Union will negotiate such alternate compensation.

~~9. Duration:~~

The MOA shall be in effect through June 30, 2018.

~~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 will not form the basis for any precedent for any grievance concerning any alleged violation of the contract.

~~MOA – COMMUNITY PARTNERSHIP SCHOOLS – GRANDFATHER CLAUSE~~

Agreed to by the parties to the 2017-2019 Bargaining Agreement on March 6, 2018.

~~WHEREAS~~, Minneapolis Public Schools (District) and the Minneapolis Federation of Teachers, Local 59 (Union) authorized the creation of Community Partnership Schools (CPS) and

~~WHEREAS~~, as of August 2017, the following six schools have an active CPS agreement that has been adopted by the School Board:

- ~~1. Bancroft Elementary School~~
- ~~2. FAIR Downtown School~~
- ~~3. Folwell Performing Arts Magnet School~~
- ~~4. Justice Page Middle School~~
- ~~5. Nellie Stone Johnson Elementary School~~
- ~~6. Southwest High School~~

~~WHEREAS~~, schools that have effectively implemented CPS agreements with fidelity and success are offered this grandfather clause to continue to operate as a CPS school under the original agreements;

~~NOW THEREFORE, BE IT RESOLVED~~ that the District and the Union enter into agreement to create a grandfather clause for existing CPS schools.

Schools with current CPS agreements will continue their CPS agreement given the following conditions:

- ~~• The school is able to demonstrate evidence that it has made progress towards achieving their CPS school goals and improving equitable outcomes for students.~~
- ~~• Prior to the last student contact day of the third quarter, each CPS school must conduct an annual, written, secret ballot wherein a threshold of two-thirds (2/3rds) of licensed staff covered by the collective bargaining agreement votes affirmatively to continue the CPS agreement.~~
- ~~• If fewer than two-thirds (2/3rds) of licensed staff covered by the collective bargaining agreement do not vote to affirmatively continue the agreement, then the site's CPS agreement will expire at the end of the school year in which the vote fails.~~

This Memorandum of Agreement shall be in effect until June 30, 2019.

~~MOA – CLASS SIZE~~

Agreed to by the parties to the 2015-2017 Bargaining Agreement on July 15, 2016.

WHEREAS, to ensure students receive timely, meaningful attention and feedback as well as the ability to maintain a positive, productive, student-centered classroom; and

Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

~~MOA — RESTORATIVE PRACTICES~~

~~Agreed to by the parties to the 2017-2019 Bargaining Agreement on March 12, 2018.~~

~~This Memorandum of Agreement (MOA) is made and entered into by and between the Minneapolis Public Schools (District) and the Minneapolis Federation of Teachers (MFT). The Minneapolis Public Schools and the Minneapolis Federation of Teachers agree to form a Joint Labor Management Committee to focus on improving the support for and the implementation of restorative practices. This committee will meet no later than one month after the ratification of this contract and will hold three (3) additional meetings prior to July 1, 2018. The charge of the committee will be to propose new language for Article 6: Student Behavior/Discipline for the 2019-2021 contract.~~