

SECTION II. MEMORANDA OF AGREEMENT (MOAs)

NOTE: MARKUP COPY - NOTE PAGE NUMBERS SUBJECT TO CHANGE IN THE FINAL CONTRACT

MOA - STREAMLINED INTERVIEW & SELECT PROCESS (NEW)

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 2016-2017, and 2017-2018 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 positions will be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.
 - c. Approximately five (5) duty days after the positions have been released and teachers have applied for interviews, Round 1 interviews will be conducted in 1 - 2 days at a central location to be determined. Round 1 will only be open to internal candidates with current teaching assignments. No teachers with an early contract shall participate in Round 1. Teachers will receive an email notification from the posting system informing them of the job offer. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.
 - d. Approximately five (5) duty days after Round 1 has concluded, a catalogue of open positions will be posted online for teachers to begin Round 2. The catalogue will be sent to the Union and principals. The catalogue of open positions will be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.
 - e. Approximately five (5) duty days after positions for Round 2 have been posted, Round 2 interviews will be conducted in 1 - 2 days after school at a central location to be determined. Round 2 will be open to internal candidates with current teaching assignments and those with an early contract who have the requisite license(s) or appropriate documentation in lieu of the license indicating the acquisition of the license(s) by July 1 for the upcoming school year. Teachers will receive an email notification from the posting system informing them of the job offer. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.

f. Approximately five (5) duty days after the conclusion Round 2, the District and the Union will initiate the matching and placement processes as designated in the collective bargaining agreement.

3. Teacher Movement. Teachers will be allowed to accept only one assignment (1) time during the streamlined Interview & Select process (i.e., two rounds).

4. Interview Teams. The union Stewards and site administration shall have flexibility to create interview teams to meet the needs of their interview schedules, such as using blended teams of teachers at various grade levels to accommodate a high volume of interviews during the interview period each round. The selection of teachers on the interview team shall be governed by the collective bargaining agreement.

5. Labor-Management Committee. The District and Union will form an Interview & Select labor-management committee to provide advice and counsel regarding the Interview & Select process, and help problem-solve issues relating to logistics and implementation.

6. 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, 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.

MOA – HIGH PRIORITY SCHOOLS - 2015-17

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, 2013 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 ~~2013-14~~ 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 ~~2013-14~~ 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.

~~No excess placement may occur at a High Priority site unless the Principal/Administrator agrees, or there is consensus of the Placement Committee, following an interview between the site and the teacher to maximize mutual consent and best fit. This does not limit the discretion of the Superintendent or their designee to make final placement decisions even at a High Priority School.~~

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 prior to Placement if there is mutual consent between the teacher and site administration. This does not limit the discretion of the Superintendent or their designee to make final placement decisions at a High Priority School.

Hiring and retention programs may be used to help staffing in High Priority schools. The District will meet and collaborate with the MFT on the design of options to help attract and retain teachers in hard to fill High Priority Schools.

Section C. Class Size ~~Targets~~ **Priorities and Instructional Levels**

To ensure students receive timely, meaningful attention and feedback as well as the ability to maintain a positive, productive, student-centered classroom, the District and MFT commit to the lowest possible student to educator ratio. The District **will work to target the following set** class sizes or instructor to student **guides** ~~priorities~~ are as follows:

- a. K-3 @ ~~21~~ **18** ~~(The District will commit to reduce this to 18 for the 2014-15 school year. See Class Size MOA)~~
- b. Grades 4-5 @ 24: MPS will use minimal program allocation dollars to address class size in order to ensure that K-3 numbers do not have a negative impact on the 4-5.
- c. Grades 6-12: Sites will determine class size. Sites may use their discretion to allocate their existing budget allocation to reduce class size.

The District retains flexibility to meet exigencies, such as sibling preference, facility size, late enrollment, and other contingencies, as we make a "best effort" in meeting the ~~targets~~ **priorities**. Where space for additional classes to reduce class size is not viable, the District will look to adjust staffing to accommodate and overall reduce ~~educator instructor~~ **to-student** ratios through Co-teaching or other methods.

Both parties realize that, if funding changes significantly year to year, the ~~targets~~ **priorities** would have to be adjusted to be consistent with overall district funding, while still providing relatively lower class size ~~targets~~ **priorities** for the High Priority Schools than the overall District ~~targets~~ **priorities** for the same grade levels.

MPS and MFT agree to monitor class size at Fall Staff Adjustment meetings and throughout the year. Representatives from MPS and MFT will meet no later than the third week in September each year to review data on actual class size numbers and discuss adjustments needed **and make decisions on class sizes and caseloads by October 1. Thereafter, additional meetings will be scheduled quarterly or more**

often if needed. This review will include Special Education caseload and ELL class sizes and caseloads. The MFT and MPS will create a process for individual teachers who believe they have class sizes exceeding the targets-priorities to express this concern and have a rapid response from the District.

Section D. Evaluation.

MPS and MFT will agree on a process by June 30, 2014 and meet regularly evaluate the success of this Article-MOA throughout its implementation.

MOA – STAFFING HARD TO FILL LICENSE AREA AND HIGH PRIORITY SCHOOL VACANCIES

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) to establish that all teacher vacancies shall be filled using the contractual Interview and Select (I&S) process.

WHEREAS, the District and MFT are seeking to provide flexibility to staff vacancies at a time that is strategic to obtain new hire candidates during a hiring season;

WHEREAS, in order to provide the best opportunity to match a teacher with a hard-to-fill vacancy, the District and MFT are desirous to have an early round of Interview & Select occur prior to budget tie-out for contract teachers (i.e., current teachers and unassigned teachers) and external candidates 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 at sites prior to budget tie-out to fill vacancies that are known by February 1st 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 additional funding (newly created positions.) 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:** Current Any applicant seeking a position teachers 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, also see below) may seek an interview.
- 6. Screening External Applicants:** The District Human Resources Department will screen all external candidates to create a pool of qualified candidates.

6. 7. Other Transfer Provisions: Other transfer provisions contained in the CBA will otherwise apply.

7. 8. 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.

INTENSIVE EXPEDITED PSP PROCESS

WHEREAS, Minneapolis Public Schools (District) and Minneapolis Federation of Teachers (Union) entered into a collective bargaining agreement that contains a Peer Assistance and Review (PAR) continuum as outlined below and in the contract by this Memorandum of Agreement (MOA); and

Peer Assistance and Review Continuum



A of T — PDP — Guided PDP — PSP — Expedited PSP

WHEREAS, the District and Union recognize the potential to create the need for an additional step process in the Peer Assistance and continuum for an which will be referred to as the Expedited-Intensive Professional Support Process (IPSP); and

WHEREAS, this Expedited this Intensive PSP is designed to identify those teachers who need the most immediate support;

NOW, THEREFORE, BE IT RESOLVED THAT the District and the Union create an Expedited have agreed that the Intensive PSP will be carried out under with the following conditions:

1. If the Principal or PDP Team deem that an Expedited Intensive PSP may be necessary, the Principal or PDP team or mentor, if already working with the teacher, will inform the teacher in writing of the intention to refer the teacher for a PAR assessment. Data that has been collected as supportive evidence showing the potential need to assess for an Expedited Intensive PSP will be reviewed with the teacher and provided in writing.
2. A PAR Mentor will be called to do a triage assessment that includes observations, discussions with the PDP Team, the teacher and the principal.
3. Following the triage assessment, the PAR mentor will determine what PAR intervention(s) the teacher needs. If the determination is an Expedited Intensive PSP, the mentor will propose an IPSP Plan in writing to the teacher. The following process shall take place:
 - a. If the teacher chooses to opt out of the IPSP, the matter will be referred to Employee Relations and MFT to ensure due process is followed and to review options that may be available based on opting out. The teacher will 5 duty days to consider whether to opt in or out and will communicate their decision in writing.
 - b. If the teacher opts to continue with the IPSP, A a forty-five (45) school day timeline will begins upon notification by the PAR mentor, an IPSP plan is written and the IPSP team meets. commence beginning with the day the PAR mentor makes their determination, and communicates this with the teacher.
 - c. The PAR mentor's assessment will include a clear plan of action outlining the expectations needed to be met within the 45-day timeline. This plan may be created with or without the PDP or PSP team at the discretion of the PAR mentor and teacher and may or may not include the PDP/PSP in it's implementation.
 - d. There shall be a minimum of four (4) observations, either announced or unannounced, completed by the PAR mentor during the 45 school days.
 - e. During the 45 school day timeline, there shall be three (3) Progress Report meetings, with or without a colleague present at the teacher's discretion. Teachers on IPSP shall receive copies of all documentation and notes throughout the 45 day period.

- f. During the 45 school day timeline, there shall also be four (4) support sessions, with one (1) additional final assessment session.
 - f. The support relating to an Expedited Intensive PSP shall come from any of the following: PSP team members, the Principal, District Program Facilitator (DPFs), Instructional Support and Coaches, etc., as appropriate.
 - g. Any teacher fulfilling an IPSP plan is exempt from other PDP work and other site meetings.
4. A teacher cannot avoid participating in the Expedited PSP. Scheduled observations or progress report sessions missed without notification to the mentor/team member because of teacher absence will count as a scheduled session. If an emergency arises and the teacher on Expedited Intensive PSP has to miss the scheduled appointment, they must notify the mentor that they will not be present for the scheduled meeting and will reschedule within 24 hours.
- In the event that the PAR mentor/team member misses a scheduled observation or progress report session due to their absence, it will not count as a scheduled session. PAR mentors/team members will notify their mentees that they will miss a scheduled observation.
5. Depending on the amount of progress by the teacher, the mentor (and team, if involved) will make a recommendation to the PAR panel to help the panel determine the next steps: to be taken at the completion of the 45 school days of support. These steps are:
- If sufficient progress is made on the IPSP after the 45 days of support:
- a. If teacher has successfully improved, The teacher is are released from the Expedited Intensive PSP and returns to the appropriate place in the PAR continuum.
 - b. If progress is made but continued support needed, the teacher may be moved to a regular PSP or Guided PDP. The teacher may be moved to a regular PSP or Guided PDP, if continued support is needed.
 - c. If progress is made but it is deemed the teacher may be successful in another location, the mentor and/or team may make a recommendation to the District and MFT that the teacher may be reassigned to a position at another site or to building reserve status.
6. If insufficient progress is made on IPSP after the 45 days of support, the teacher, the mentor (and/or team, if involved) will make a recommendation referral to the PAR panel to to help the panel determine the next steps per the process in the contract:
- d. If not successful, referred for outplacement.
6. Nothing in this MOA diminishes the teachers rights under ADA, FLMA or other laws.
7. **Duration:** The MOA shall be in effect through June 30, 2016 2017.

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 - EARLY CHILDHOOD FAMILY EDUCATION - WEEKEND ASSIGNMENTS (NEW)

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 weekend assignments for teachers in the Early Childhood Family Education program.

WHEREAS, the current collective bargaining agreement between the District and the Union specifies terms and conditions relating to work assignments; and

WHEREAS, the Early Childhood Family Education program contains instruction in non-traditional programs that require scheduling of staff in blocks of time based on program needs; and

WHEREAS, the District and the Union have a shared interest in providing clarity to when teachers shall be assigned to occasional weekends;

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

- 1. Semester Assignments.** ECFE teachers currently in semester assignments that include weekends will serve in that assignment for the duration of the semester.
- 2. Rotation of Weekend Assignments.** ECFE teachers will be rotated into semester assignments that include weekends to ensure no teacher is required to serve consecutive semester assignments that include weekends.
- 3. Opting Out of Weekend Assignments.** If an ECFE teacher does not wish to serve in a semester assignment that includes weekends, they may request that the Executive Director allow them to opt out of the assignment. The Executive Director shall determine if any other ECFE teacher wishes to serve the semester assignment instead, and shall have final authority to determine whether a teacher can opt out of a semester assignment that includes weekends.
- 4. All Other Terms and Conditions.** All other terms and conditions of the collective bargaining agreement between the District and the Union shall remain in force.

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.

MOA – COMMUNITY PARTNERSHIP SCHOOLS

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 Community Partnership Schools to succeed to deliver the vision that all students graduate from the District college or career ready; and

WHEREAS, the creation and development of Community Partnership Schools is a strategy to ensure student success, and create a foundation of teaching and learning that strengthens the entire MPS system;

NOW THEREFORE, BE IT RESOLVED that the District and the Union enter into this Memorandum of Agreement (MOA) to establish the conditions for creating Community Partnership Schools.

1. Purpose:

Community Partnership Schools will be established to meet the following purposes:

- a. Helping schools create clear understanding of expected results to meet the unique needs of their students and families.
- b. Developing a site-based educational model that includes academics, the arts, physical and emotional health, engagement of youth, critical family resources and support, health and social services, community development and leadership.
- c. Collaboratively develop a shared vision of positive academic results for every student.
- d. Engaging instructional programs organized around a challenging curriculum with high standards and expectations for students.
- e. Motivational learning opportunities that take place in both school and community settings.
- f. Creating conditions where mutual respect is demonstrated by local decision making, effective collaboration, shared trust and meaningful relationships.

- g. Recognizing and nurturing the basic emotional, physical, mental and intellectual needs of all students.
- h. Creating a safe, respectful and supportive school environment that promotes interactive student, family and community engagement.

2. Autonomy and Flexibility:

- a. Both the District and the Union agree that flexibility and meeting unique site and program needs is a core component of Community Partnership Schools. Therefore the parties to this MOA support the creation of Community Partnership Schools within MPS to provide innovative and site-focused educational opportunities that improve student achievement and enhance the educational experience for all students in the school.
- b. MPS Community Partnership Schools will have opportunities to take advantage of flexibilities from the District policies and procedures or specific items within the teachers' collective bargaining agreement to achieve results for their students. Community Partnership Schools do not need to pursue all the flexibilities outlined below, but rather should be looking for the top areas needed to meet unique site needs. Any flexibility outlined below will not become operational until the school's plan is reviewed and vetted by the Community Partnership Schools Advisory Committee (CPS Advisory Committee), recommended by the Superintendent, and approved by the Board of Education.
- c. Community Partnership Schools will be able to hire, recruit and retain staff using year-round interview and select process and will have no forced placements unless by mutual agreement of the teacher and the site.
- d. Flexibility Options on the part of the District and/or Union will include the following, within legal requirements and budget capacity:
 - (i) Curriculum design, including Focused Instruction.
 - (ii) Assessments of students to measure success.
 - (iii) Instructional time.
 - (iv) Academic interventions.
 - (v) Design of academic plans.
 - (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 flexibilities will improve student achievement. The plan must also include detailed descriptions of the following:
 - (i) Parent and community involvement in developing the plan;
 - (ii) Staff involvement in developing the plan;
 - (iii) Collaboration to establish buy-in and commitment to the model; and
 - (iv) Any additional supports needed from the District and community to help carry out the plan's objectives.
- b. A site plan will be submitted to the CPS Advisory Committee. The CPS Advisory Committee will initiate the Needs Assessment. The completed Needs Assessment will be returned to the CPS Advisory Committee. The CPS Advisory Committee will then review the site plan and needs assessment report. The CPS Advisory Committee will have an opportunity to ask questions, seek clarification, and request additional information as needed to make an informed recommendation.
- c. The CPS Advisory Committee will make a recommendation on a site plan to the Superintendent, who will then determine whether to submit the plan to the Board of Education for final approval or return it to the CPS Advisory Committee for more information.
- d. The Board of Education will have final authority to approve a Community Partnership School plan.

6. Process to Create Community Partnership Schools from New Schools:

- a. The District will develop a site plan in collaboration with the MFT for a new school to be a Community Partner School, outlining those flexibilities outlined in paragraph 2(c) or (d) they deem necessary. The plan must explain in detail how these requested flexibilities will improve student achievement. The plan must also include detailed descriptions of the following:
 - (i) Parent and community involvement in developing the plan;
 - (ii) Collaboration to establish buy-in and commitment to the model; and
 - (iii) Any additional supports needed from the District and community to help carry out the plan's objectives.
- b. A site plan will be submitted to the CPS Advisory Committee. The CPS Advisory Committee will initiate the Needs Assessment. The completed Needs Assessment will be returned to the CPS Advisory Committee. The CPS Advisory Committee will then review the site plan and needs assessment report. The CPS Advisory Committee will have an opportunity to ask questions, seek clarification, and request additional information as needed to make an informed recommendation.
- c. The CPS Advisory Committee will make a recommendation on a site plan to the Superintendent, who will then determine whether to submit the plan to the Board of Education for final approval or return it to the CPS Advisory Committee for more information.
- d. The Board of Education will have final authority to approve a Community Partnership School plan.

7. Site Performance Agreement:

- a. After approval by the Board of Education, the District will create a site performance agreement based on the site plan detailing the expectations for success, and the specific flexibilities and components of the Community Partnership School Plan.
- b. The CPS Advisory Committee will regularly review results relating to the site performance agreement, and make recommendations to modify the site agreement and or components of the site plan as needed to adjust to the needs of each individual school.

8. All Other Terms and Conditions:

All other terms and conditions of employment, including but not limited to compensation relating to additional time or work days, will be governed by the collective bargaining agreement between the District and the Union, unless a Community Partnership Schools plan includes some alternate form of compensation related to any extra duties or time 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, **2016 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 - ACADEMIC COLLABORATION GROUP (NEW)

WHEREAS, the District and MFT share a common interest in improving teaching, learning and leadership to improve outcomes and achievement for all students; and

WHEREAS, the parties collectively recognize that we must align our work to ensure that we focus our time and effort on what is most critical to student success; and

WHEREAS, the parties believe that working together in a collaborative spirit will bring the best results for students,

BE IT FURTHER RESOLVED, that this Memorandum of Agreement (MOA) is designed to create a new Academic Collaboration Group (ACG) to review any new proposed initiative by the District and make recommendations to the Superintendent. The work of the ACG shall consist of the following:

1. The ACG shall be comprised of four (4) teachers chosen by MFT, four (4) principals chosen by the Principals Forum, and two (2) District leaders chosen by the Superintendent and non-voting ex-officio member to provide content expertise as needed.
2. The ACG shall review whether the initiative is needed, its possible effectiveness, its impact on professional workloads, the expected return on investment, whether or not there are the appropriate resources to do the new initiative, and determine what will come off the plate as the new initiative is implemented (i.e. what is being replaced.)
3. The ACG shall review new initiatives as outlined above and make recommendations to the Superintendent for final approval.
4. The parties commit to having the ACG conduct a complete review of Focused Instruction based on the guidelines above.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2015 - 2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA – BLENDING PDP-PLC

Whereas, Professional Development Process (PDP) and Professional Learning Community (PLC) teams apply a cycle of continuous improvement based on student centered goals while engaging in inquiry, action research, data analysis, planning, implementation, reflection, and evaluation;

Whereas, both the PDP and PLC support alignment of district, site, team and individual goals centered on improving student learning and achievement;

Whereas, the PDP and PLC have many structural commonalities and intended purposes;

Whereas, it is critical to find ways to align and streamline professional learning and collaboration time to make it meaningful and useful, and,

Whereas, teachers must also focus on being fully prepared for the next day's work with students and, therefore, need professional learning time to be effective and efficient;

Therefore, be it resolved,

Whereas, MPS and MFT agree ~~convened a Labor-Management Committee~~ to blend the PDP and PLC processes. ~~prior to the 2014-15 school year.~~

~~To accomplish this, a~~

~~Therefore, be it resolved, that: The committee made up of District and Union professionals will meet starting April of 2014 to create~~ ~~be re-established and will use a blended shared-decision making process~~ ~~process for the 2014-15 school year.~~ ~~consistent with the collective bargaining agreement to determine PDPLC expectations.~~

Initial agreements to improve the PDP-PLC process and address workload are:

~~1. The committee will start with the results from the 2012-2013 Time to Teach, Time to Learn Memorandum of Agreement study to see which can most effectively be implemented during the 2014-15 school year.~~

~~2. In attempt to take immediate steps, effective after ratification of the CBA, the PLC meetings will no longer be required to be 90 minutes in length but only as long as is the teacher/team determined objectives have been accomplished.~~ 1. Teachers/Related Service Professionals in all schools are free to

choose their own plans and teams that are aligned with the School Improvement Plan. This includes specialists and special education teachers.

2. The role of the Instructional Leadership Team (ILT) will be to review plans, ensure alignment with the School Improvement Plan (SIP), and assess how they can support the teams.

3. District-mandated meeting logs shall be eliminated, recognizing that Title I schools and Priority schools still need to document their meetings as a legal requirement. However, PDPLC teams are free to use whatever documentation method they see fit to meet this purpose (e.g. progress reports may count for documentation.) As long as legal requirements are met, the team can determine how the meetings are documented.

4. Commitment to four (4) meetings per year (one planning meeting and three (3) progress report meetings.) The PDPLC goals and strategies are to be carried out in between the reporting meetings and integrated with other work, teaming, and PD. If a site chooses to do a whole school share out, that meeting should count as a progress report meeting. For those in SIG or High Priority sites, federal policy requires 90 minutes per week. However, there is flexibility in meeting this requirement. The required 90 minutes per week may be for PD, data review, team or staff discussions, etc. as long as they are aligned with the PDPLC work. As an example, the 90 minutes per week may be split into two (2) 45 minute meetings.

5. The Labor-Management committee will streamline and implement the PDPLC forms for the remaining 2015-2016 reporting periods, and thereafter; and, the PDPLC planning form effective beginning with the 2016-2017 school year.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2015 - 2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA – CLASS SIZE

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

WHEREAS, small classes have been found to have positive impacts not only on test scores during the duration of the class-size reduction, but also ~~on life outcomes in the years to follow;~~ **closing achievement gaps, overall learning, student attendance, graduation rates, and success in life; and**

WHEREAS, extra gains from small classes in the early grades ~~seem~~ to have the largest impact;

WHEREAS, smaller class sizes have shown links to higher achievement, increased time on task, and higher levels of student engagement; **and**

WHEREAS, the payoff from class size reduction is generally largest for low income and children of color;

1) That as part of the Budgeting Process there will be class size targets identified by grade levels and certain types of schools that account for the different needs of students;

2) That these targets will be published and made available as expected class sizes or student to teacher ratios for each school and grade level.

3) MPS and MFT will work together to create a daily class size reporting tool to guide decision making.

4) MPS and MFT will work together to ensure class sizes are monitored regularly and that adjustments are made quickly throughout the year.

5) MPS will streamline the adjustment process so teachers ultimately can work directly with their principal and also have access to one contact to call or email to notify that class size has exceeded guidelines. Teachers will get a confirmation reply within two business days and a response to address their class size situation within five school days.

6) MPS and MFT will continue to work collaboratively on a class size reduction process that best meets the needs in schools and is in line with the District Enrollment Plan.

7) In the event that class sizes cannot reach class size targets due to space limitations within the building, the District will work collaboratively with MFT on other options to reduce the ratio of students to teachers, such as;

a. Co-teaching models jointly created with MFT and MPS

THEREFORE, BE IT RESOLVED:

1. The District shall set class size priorities as follows:

a. **Priority Schools.** Class size priorities shall be consistent with the MOA on Priority Schools:

K-3: 18 students

4-5: 24 students

6-12 Determined by site

b. **All Other Schools.** The District will set and publish class size priorities. MFT will be included in this process to provide input and advice as class size priorities are established during budget discussions.

2. If specific class sizes exceed the priorities established through paragraph 1a. or b. above, one of the following options will be implemented, with the goal being a cost-neutral option:

a. Co-teaching based on models created by sites in collaboration with MFT

b. Additional classroom Educational Support Professionals (ESPs) or Special Education Assistants (SEAs)

c. Balancing class sizes among classes per grade levels or subject area, as appropriate area

d. Adding licensed staff through the staff adjustment process or reassigning non-classroom licensed staff to classroom positions

e. Reducing non-instructional duties

f. Additional weekly prep time

g. Other methods created collaboratively by the site or through work with the District and MFT.

3. Decisions on addressing class size will be reviewed by effected teachers, related service professionals, Associate Superintendent and Chief of Schools prior to implementation.

4. Class size priorities will be published each year. MFT and the District will create an accurate class size and caseload reporting process to be used by teachers at sites, that will assist in guiding District decision-making and appropriate solutions.

5. The staff adjustment committee will meet several times in the fall to make decisions on class sizes and caseloads by October 1st. Thereafter, additional meetings will be scheduled quarterly or more often as needed.

6. Teachers will be able to contact the MPS Enrollment Center to communicate when class sizes exceed the priorities, outside the regular monitoring process by the staff adjustment committee. The Enrollment Center will follow up with the Chief of Schools.

7. Specialists will be held to the same class size priorities.

8) MPS will work collaboratively with MFT on developing a working co-teaching model for the 2014-15 school year.

THEREFORE BE IT FURTHER RESOLVED the Superintendent and Board Chair will write a letter of commitment to the MFT that spells out the current 2014-15 budgeted class size targets, specific

commitments to lower the class size targets to 18 at grades K-3 in High Priority Schools for 2014-15; a guarantee to address class size by putting the above systems in place to monitor and adjust class sizes and keep budgeted class size commitments; and convening the Class Size Task Force by May 2014 to begin work on the class size reduction and staff adjustment process.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2015 - 2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA – SPECIAL EDUCATION CASELOAD AND WORKLOAD

Whereas, Minneapolis Public Schools and the Minneapolis Federation of Teachers share the belief that every student deserves the time and attention needed to ensure high quality learning is available,

Whereas, it is acknowledged that Special Education caseloads have created a heavy workload where testing, meetings and paperwork can outweigh actual teaching time with students,

Whereas, Special Education students deserve teaching and learning opportunities that adequately address their needs,

Whereas, Special Education students have varying needs that require different levels of support and attention from the teacher,

Therefore be it resolved, that MPS will:

1. Conduct a district wide audit of special education caseloads, required paperwork, number of meetings and other workload components to determine the extent of the issues and concerns. This audit will include Special Education teachers and education support professionals.
2. Create a complete systems review of SPED functions to address systems issues, student services and workload.
3. Review weighting of student caseloads by student needs as in the State's weighting formula.
4. Continue collaborating with MFT and the Special Education Labor Management Committee to develop actions that come from the SPED audit. For the 2014-15 school year, MPS will provide additional supports to SPED teachers such as,
 - a. Create a Special Education Teacher Emeritus cadre to rotate between schools to assist in completion of Special Education paperwork.
 - b. Increased capacity to fill Special Education Assistants absences with SEA reserves when absent.
 - c. Increase reserve capacity, when needed, so teachers can meet due process requirements
5. Forward the Special Education Labor Management Committee minutes, recommendations, and actions directly to the Superintendent, CEO and CAO for review and needed action.
 1. Complete a systems review of SPED functions to address issues, student services and workload.
 2. Review weighting of student caseloads by student needs as in the State's weighting formula.
 3. Continue collaborating with MFT and the Special Ed Labor Management Committee to MPS will provide additional supports such as:
 4. Creating a Special Education Teacher Emeritus cadre to rotate between schools to assist in completion of Special Education paperwork.
 5. Increase capacity to fill Special Education Assistants absences with SEA reserves when absent.
 6. Increase reserve capacity, when needed, so teachers can meet due process requirements.

Forward the Special Education Labor Management Committee minutes each month, recommendations, and actions directly to the Superintendent, CEO and CAO for review and needed action.

Be it further resolved, the Superintendent and Chair-Executive Director of the School Board- Special Education Department will write a letter of commitment to the MFT with a guarantee to work continue to address the workload and systems issues that come out of the audit so that appropriate caseload workload adjustments can be made as soon as possible.

MOA – STANDARDIZED STUDENT ASSESSMENT AUDIT (2013-15)

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) and will remain in effect for the duration of the 2013-2015 2015-2017 Collective Bargaining Agreement.

WHEREAS, The MFT and MPS share an interest in rethinking instructional time and ensuring the maximum time available for instruction.

WHEREAS, The MFT and MPS are interested in collaboration and a goal of assessment being to inform instruction and illustrate what a student knows and can do.

WHEREAS, The MFT and MPS wish to improve their testing and assessment practices to ensure we are gathering meaningful and useful student data to improve student results

WHEREAS, the Research, Evaluation and Assessment Department has worked diligently to reduce the number of formal assessments being required during the school year.

WHEREAS, the District and MFT entered into an MOA in the 2013-2015 contract with a shared interest in rethinking instructional time to ensure maximum time is available for instruction.

WHEREAS, the District and MFT formed a task force to study the number and purpose of and need for assessments.

WHEREAS, the District and MFT recognize that additional work needs to be done to ensure the interests stated in the MOA are achieved.

NOW, THEREFORE BE IT RESOLVED THAT the District and Union hereby agree to form a reconvene the Task Force to determine finish studying assessments and make recommendations to the Chief Academic Officer, Chief of Schools, and Superintendent in the following areas:

1. How many assessments are given and the purpose for collecting the data?
2. How much student instructional time is lost?
3. Usefulness of the information data gathered by assessments.
4. Determine the The quality of each assessment.
5. Whether the tests are gathering redundant information.
6. Whether the assessments are necessary to improve teaching and learning.
7. Assess whether there is there alignment to curriculum.
8. Study What is the investment of time and resources associated with testing.
9. Whether Are the assessments are fairly constructed and without bias.
10. Impact on on testing and use of technology.
11. Impact on building when media centers are shut down for testing.

BE IT FURTHER RESOLVED:

1. The task force will be made up of teachers from a variety of grade levels, content areas, as well as and discipline and relevant district personnel.
2. The task force will start meeting beginning April 2014 and will make initial recommendations by June 30, 2014 for implementation for the 2014-15 school year. MPS and MFT will meet regularly

via contract administration to continuously evaluate the success of this MOA throughout its implementation.

BE IT FURTHER RESOLVED that: The District will only require interim assessments for Math and Reading. MPS and MFT will work together to reassess the interim assessments to modify for quality, length and usefulness to instruction.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2013-2015 2015-2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA - STUDENT BEHAVIOR AND SUPPORT (NEW)

Whereas, schools should be a place of joy that are the heart of the community;

Whereas, it is the responsibility of MPS and MFT to ensure safe and welcoming learning environments for all students and staff;

Whereas, a comprehensive and high quality education includes an intentional focus on the academic, social, and emotional needs of every student so they may reach their full potential;

Whereas, behavior expectations must be clearly delineated for both students and staff and broadly communicated so we can build positive climates and cultures in all of our schools;

Whereas, district and school behavior policies must include effective and equitable practices to promote positive outcomes that resolve conflict as well as hold individuals and groups accountable;

Whereas, MPS Policy 5200 specifies that MPS is responsible for engaging appropriate community resources and identifying needed training for staff, students, parents, and community partners;

Therefore, be it resolved that the Minneapolis Federation of Teachers and Minneapolis Public Schools will:

Policies -

1. Develop deep clarity about the MPS Behavior Policy to ensure everyone knows: what it is, how it is implemented, and the strategies to be followed to ensure student safety and success;
2. Continue the ongoing development of racial and cultural equity throughout the school system;
3. Consistently follow the behavior policies and guidelines for violent behavior – both verbal and physical – to ensure safety for all students and staff; have site leadership report all physical violence to Human Resources on the day it occurs with follow up within 24 hours by District leadership to those effected;

Communication -

4. Communicate district-wide the expectations of behavior policies, procedures, and practices so there is a common understanding and implementation of each across the district.
5. Ensure all newly hired staff have MPS training and support regarding district behavior policies and procedures, professional expectations, and effective strategies for creating positive student behavior, de-escalating negative behaviors and how to manage a crisis situation.

Data -

6. Conduct a deeper examination of students needs and student behavior data to understand and determine the root causes of individual student behavior and find the most appropriate interventions needed;
7. Collect school and staff reactions to district and school policies/practices as well as student behavior, and current promising practices that go beyond just trying to reduce suspension numbers,

Professional Support and Training -

8. Provide rich exposure to childhood/youth trauma-based research via the Adverse Childhood Experiences (ACE) study; provide training options, if desired

9. Develop ProPay courses on social emotional learning, trauma informed strategies, de-escalation of classroom conflict, and so on;

Site Support -

10. Change the name of "in-school suspensions" to "in-school support" to more appropriately define what needs to be implemented;
11. Revamp and rebuild an "in-school support" framework so students may remain in school for non-violent behaviors (but in not a classroom) and receive proper support for their behavior(s) that have not been conducive to safety or learning;
12. Provide high-quality district and/or site training upon request that aligns with behavior policies;
13. Sites will all follow the procedures as outlined in the Teacher and RSP Contract regarding assault and attacks;

Resources -

14. Apply for local, state, and federal grants on school climate/safe schools to help support the adequate and successful implementation of positive discipline practices;
15. Expand partnerships with state and local resources who have expertise in social and emotional learning, mental health disorders, best practices in student behavior
16. Ensure the use of relevant and culturally appropriate curriculum for schools, programs, classrooms;
17. Make better use of the talents and skills of current MPS Social Workers, Counselors, Psychologists to assist in supporting student behavior needs more immediately;

Other recommendations to ensure student academic, social, and emotional success:

- A. Continue working towards small class sizes (see Class Size MOA) because small class sizes and caseloads help teachers/related services professionals build stronger relationships with their students, be better able to differentiate instruction and support for each student appropriately, provide more timely feedback to students and parents, and ensure high quality preparation, professional practice and reflection.
- B. Create full service community schools with wrap around student and family support services embedded in the site (for example, Cincinnati's model; see CPS MOA);
- C. Ensure all caseloads are properly weighted and supported by student needs to better align appropriate services
- D. Work in collaborative partnership with MPS staff to find the best ways to ensure positive and productive climates and cultures across all schools

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2015 - 2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA - TEACHER EVALUATION AND OBSERVATION CYCLE ADJUSTMENTS FOR 2015-2017 (NEW)

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).

Whereas, Teacher Development and Evaluation are both components of the state law.

Whereas, Principals are required by law to complete a full observation for each tenured teacher once every three years.

Whereas, Principals are required by law to complete three full observations for each probationary teacher during their three year probationary period.

Whereas, Additional observations during off cycle years could be based on SOEI or a peer or cognitive coaching, which would address the teacher development component in state law.

Whereas, Short or focused observations using SOEI or a cognitive coaching model during the off cycle years would offer an invaluable opportunity for teachers to observe and provide feedback to their peers, amongst other benefits.

Now, Therefore, Be It Resolved, that:

The District and Union hereby agree to the following:

- D. For 2015-16, the number of required short observations will be reduced from four (4) to two (2).
- E. For 2016-17, a Labor Management Committee (LMC) will discuss the future plan of the teacher evaluation for the 2016-17 school year and beyond to seek one full every three years for tenured teachers and a reduction in shorts to two per year with the inclusion of peer coaching as a possibility. The committee will be convened by April 1, 2016. (Non-tenured evaluations are tied to state law.)
- F. The District and MFT agree to create a collaborative work group of teachers, principals and Human Capital professionals to review and recommend improvements to the teacher evaluation and observation cycle as made by the LMC. This work group will meet quarterly each year to provide the feedback to the LMC on the effectiveness of the Teacher Evaluation Process.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2015 - 2017 Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed.

MOA — NEW DENTAL PLAN

This Memorandum of Agreement (MOA) is made and entered into by and between the Minneapolis Public School District (District) and the Minneapolis Federation of Teachers (Union) to specify certain terms and conditions regarding the District's new dental insurance plan beginning with the 2014 plan year.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, and

WHEREAS, Article IX of the collective bargaining agreement provides group insurance benefits to qualified employees, and

WHEREAS, the District and its dental carrier have developed a new dental plan with enhanced benefits and enrollment options,

NOW THEREFORE, BE IT RESOLVED THAT the parties to this MOA agree to modify the terms of Article IX of the collective bargaining agreement as it relates to dental insurance as follows:

Effective for the 2014 plan year, the District shall pay a portion of the monthly premium for dental coverage. The employee's annual cost for dental coverage shall be as follows:

- Employee only: \$100.00 annually
- Employee + 1: \$200.00 annually
- Employee + family: \$300.00 annually

The parties to this MOA further agree to incorporate the terms of this MOA into their next collective bargaining agreement.

All other terms and conditions of employment contained in the collective bargaining agreement shall remain in effect.

MOA — HEALTH PLAN COST AND ACCESS TASK FORCE

WHEREAS, the Minneapolis Public Schools and Minneapolis Federation of Teachers recognize that health care costs continue to increase annually for both the District and those enrolled in the District's healthcare plan;

WHEREAS, the vendor agreement between Health Partners and the District has a cap guarantee of 7% for 2013 and no cap guarantee for 2014, which is the fourth and final year of the contract with Health Partners;

WHEREAS, MPS and MFT anticipate the need to strategize about the affordability of health care, plan design, and choice of vendor prior to the end of the 2014 plan year;

NOW, THEREFORE, BE IT RESOLVED THAT, MPS and MFT are agreeing to:

1.—Create a Labor Management (MFT/MPS) Task Force within 30 days of ratification of the Teacher Contract that will deeply analyze the current and projected costs and financial impact of health insurance on the district and to individuals/families for the purpose of determining what strategies will be needed going forward. To assist us, we will identify organizations (e.g. American Federation of Teachers, Education Minnesota, International Union of Operating Engineers and other appropriate organizations identified by the MFT or MPS) or individuals who are knowledgeable professionals able to help us explore appropriate plan design changes and cost containment strategies.

The charge of this group will include:

a.—Examining other Health Insurance Plans/Designs, including national/statewide models

b.—Determining actual plan costs and experience for the year

c.—Comparing industry trends as appropriate to our situation to determine targets

d.—Identifying the beginning point for the benchmark for cost increases

e.—Exploring funding methods and sources and possible areas of savings

f.—Reducing financial burden on families

g.—Creating viable options for financial contributions and sustainability

h.—Discussing possible/feasible options for limiting contributions (employee and employer)

2.—Work collaboratively to find a fair solution to the problem facing all of us to ensure our District can provide quality, affordable health care for MPS employees. It will be important for the task force to see that plan members are fully involved in the plan, aware of how their contributions are making a difference, aware of the value to them of implementing change, and committed to the goal of improving the quality of their lives, their access to care and to the lowering of costs to both the employer and employee.

3.—This Task Force will work in collaboration with the district wide Labor Management Benefits Committee (LMBC) to ensure that any new plan design serves all MPS employees.

4.—The results of the plan costs will be reviewed annually to determine savings/costs and other strategies needed.

5.—To ensure both parties will hold to the agreement of participation in this MFT/MPS Health Insurance Task Force, the following will apply if no other agreement is reached before the applicable dates:

a.— If MFT/MPS Health Taskforce does not come up with different agreement by the dates below, then the following will apply:

1.—1/1/2013—100% Single for Low plan, and teachers contribute \$15/pp (\$300max) for the High Cost Single Plan

2.—1/1/2014—100% Single for Low plan, and teachers contribute \$15/pp (\$300max) for the High Cost Single Plan

3.—District contribution to families/dependents:

a.—1/1/2013—increase by \$600 to \$3850

b.—1/1/2014—increase by \$600 to \$4450

Note: Employees who choose the family or dependent coverage option will not be responsible to make an additional \$15/pp contribution in addition to the amounts paid for Family and Dependent health plan coverage.

b. The following will apply if no other agreement is reached by 10/31/14:

1. The District will also guarantee that for 2015, no teacher will pay more than \$600/yr for the 2015 high cost single coverage option – the District will subsidize any cost to the teacher over \$600/yr toward the high cost single premium costs.
2. The District will guarantee the amount referenced in 5.b.1 will cover the cost of the 2015 low cost single plan. The District will subsidize any premium cost during 2015 to the teacher who selects the low cost single plan.
3. 1/1/2015 – increase contribution to Families/Dependent by \$600 to \$5050 (if no other agreement reached by the Taskforce before Oct 2014).
4. As of 1/1/2015: The District will pay up to the cost of the 1/1/2014 highest cost single plan minus \$300.

This MOA will have the full force and effect of the collective bargaining agreement.