

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

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PROPOSAL 1: ABAR DEVELOPMENT AND ADVISORY COUNCIL (WITH EDUCATORS OF COLOR PROTECTIONS) - Tentative Agreement Reached on 3.25.22 at 12:45 am

ARTICLE 3. TEACHER RIGHTS AND RESPONSIBILITIES

3.5.7 Anti-Bias Anti-Racist Staff Development and Advisory Council

3.5.7.1 Focus on Developing and Supporting MPS educators: The Anti-Bias Anti Racist Educator Development and Advisory Council is a district-wide collaborative effort of the Minneapolis Federation of Teachers and Education Support Professionals, Local 59 and the Minneapolis Public Schools. The focus of the council is professional development and educator support for future and current educational staff, with a committed focus on reducing inequitable practices and behaviors in our learning places and spaces as well as supporting educators, specifically educators of color, in navigating and disrupting our district as a predominantly white institution.

3.5.7.2 Purposes:

- a. Review and consult on culturally responsive support for BIPOC educators to increase retention and success
- b. Review and consult on professional development and support to effectively disrupt and dismantle racist and oppressive policies, practices, and interpersonal behaviors
- c. Make recommendations on trends or patterns that may be observable through the data collected from surveys; incident forms; and exit interviews provided, collected, and reviewed by the Union and the District.

3.5.7.3 Composition: The council shall include representatives from all facets of professional development district-wide.

<u>MFT, Local 59 (with members from both chapters)</u>	<u>Teacher Development and Licensure Programs</u>	<u>Teaching and Learning</u>
<u>Research, Evaluation, and Assessment and Accountability</u>	<u>Professional Development Services/Advisory Committees</u>	<u>Multicultural/Multilingual Programs</u>
<u>Minneapolis Principals Forum</u>	<u>Leadership Development Programs</u>	<u>Equity and Integration</u>
<u>Office of Civil Rights and Equity</u>	<u>Special Education</u>	<u>Peer Assistance and Review</u>

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<u>Human Resources</u>	<u>Associate Superintendent</u>	<u>Community Engagement</u>
<u>Indian Education</u>	<u>Office of Black Achievement</u>	<u>Office of the Ombudsperson</u>

The council will be led by four (4) co-chairs. The MFT Licensed and ESP co-chairs will be appointed by MFT. The two district co-chair will be appointed by the Superintendent or their designee. The co-chairs will convene and facilitate meetings to occur quarterly, with the Anti-Bias Anti-Racist Sub-Committees and other working groups meeting quarterly or more as needed.

3.5.7.4 Anti-Bias Anti-Racist Sub-Committees:

a. A core component of the Anti-Bias Anti-Racist Educator Development and Support Council is the Anti-Bias Anti-Racist Sub-Committees specifically tasked with recommending establishing initiatives for recruitment, retention, and development of educators of color and improving districtwide climate and culture. There will be ongoing efforts from these established bodies to instill a sense of permanency in anti-bias anti-racist initiatives and development. These ABAR committees will focus on many district initiatives to disrupt inequitable policies and practices and retaining underrepresented staff, such as:

- Collaborating with the Human Resources Department to review and make recommendation on effective strategies for hiring and retaining a diverse workforce;
- Reviewing and discussing research and District program evaluation data to ensure that curricula and instructional practices are developed and implemented to support a diverse school community effectively;
- Modeling anti-bias anti-racist teaching and learning environments
- Promote understanding and support implementation of hate/bias protocol through restorative practices and other initiatives that reduce hate bias, harassment, discrimination and exclusive practices.
- Reviewing the strategic plan and making recommendations to effectively implement identified disparity reduction strategies.

3.5.7.5. District Mentoring Support

The District will provide additional supports for MPS educators who are members of populations underrepresented among licensed teachers in the district. All non-tenured educators who are members of populations underrepresented among licensed teachers in the district. will have access to wrap-around support defined as follows:

- Navigational support with district services (Human Resources, Employee Relations, Teaching and Learning, Instructional Technology, Mentoring services, etc),
- Acclimation to building procedures, policies, and professional interactions and effective challenging of building procedures, policies, and professional interactions that are biased and/or oppressive in nature or effect.
- Comprehensive mentor support with several points of contact, grounded in support and peer coaching, not evaluation.

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To effectively provide this essential support, MPS commits to providing two District teacher mentors and these mentors will be at-large members of the Anti-Bias Anti-Racist Educator Development Council. MPS will ensure candidate interview pools will be reflective of the diversity of the community; additionally, the District will work collaboratively with the MFT licensed co-chairs to appoint a licensed member and ESP member to the mentor interview committee.

3.5.7.5 Exit Interviews:

The District and MFT will jointly offer an exit interview, in order to seek understanding regarding factors contributing to separation. The educator may choose to interview with the District or MFT individually, the District or MFT jointly, or with the MPS Staff Ombudsperson.

ARTICLE 15. PROTECTIONS FOR EDUCATORS OF COLOR

15.1 PREAMBLE:

15.1.2

i: Policy Language: The purpose of the language referencing this Article (15.1.2i) is to remedy the continuing effects of past discrimination by the District. Past discrimination by the District disproportionately impacted the hiring of underrepresented teachers in the District, as compared to the relevant labor market and the community, and resulted in a lack of diversity of teachers. Language which refers to this Article will no longer be in effect once the teachers in the District reflect the diversity of the labor market and the community served by the District.

A. 15.2.5 Excessed Teachers:

b. Staff Reductions...

Starting with the Spring 2023 Budget Tie-Out Cycle, if excessing a teacher who is a member of a population underrepresented among licensed teachers in the site, the District shall excess the next least senior teacher, who is not a member of an underrepresented population, for the reasons provided in Article 15.1.2.i.

B. 1. 15.9.2 Staff reduction:

d. Involuntary Reassignment:...

Starting with the Spring 2023 Budget Tie-Out Cycle, if excessing a teacher who is a member of a population underrepresented among licensed teachers in the site, the District shall excess the next least senior teacher, who is not a member of an underrepresented population, for the reasons provided in Article 15.1.2.i

C. 15.10.7 Reinstatement:

d. Reinstatement Order: Reinstatement must be in the inverse order of placement on lay off. The District shall prioritize the recall of a teacher who is a member of a population underrepresented

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among licensed teachers in the District, per the definition provided in Article 15.1.2.i. To do this, the District shall deprioritize the more senior teacher, who is not a member of an underrepresented population, in order to recall a teacher who is a member of a population underrepresented among licensed teachers, for the reasons provided in Article 15.1.2.i.

D. 15.10.12 Exemption from Layoff for Designated Programs/Staff

Teachers working in the following programs may be exempted from district-wide layoff outside of seniority order to remedy the continuing effects of past discrimination, ensure continuity of instruction to students at these sites based on the difficulty in filling vacancies at these sites with staff who are appropriately licensed, certified and bi-literate in the appropriate language:

- a. **Racially Isolated Schools.** For 2020-21 through 2022-2023, the 15 Racially Isolated Schools (three-year MDE designation) with the greatest concentrations of poverty. After which, the RIS schools with the greatest concentrations of poverty not to exceed 12.5% of the total student population.
 - b. Montessori
 - c. Immersion
 - d. Native and Heritage language literacy programs as identified annually at contract administration **by February 1**
 - e. **Grow your Own Program:** Teachers who are graduates from the District's Grow Your Own programs may be exempted from District-wide seniority-based layoff to support the District and the Union's commitment to grow our own staff.
 - f. Teachers who are members of populations underrepresented among licensed teachers in the District
 - g. Alumni of Historically Black Colleges and Universities (HBCU), Tribal Colleges and Universities and/or Hispanic Association of Colleges and Universities (HACU) programs.
-

**PROPOSAL 5: CLASS SIZE CAPS - Tentative Agreement
reached on 3.25.22 at 12:45 am**

ARTICLE 12. WORKING CONDITIONS

12.4 General Education Class Size Caps: Class size caps will be as follows:

<u>Grade Level</u>	<u>70% FRL and above</u>	<u>Below 70% FRL</u>
<u>Pre-Kindergarten +</u>	<u>20</u>	<u>20</u>
<u>Kindergarten +</u>	<u>22</u>	<u>27</u>
<u>1st & 2nd Grade +</u>	<u>22</u>	<u>28</u>
<u>3rd Grade +</u>	<u>25</u>	<u>34</u>
<u>4th Grade - 5th Grade +</u>	<u>30</u>	<u>36</u>
<u>6th Grade - 8th Grade*</u>	<u>40</u>	<u>42</u>
<u>9th Grade - 12th Grade*</u>	<u>40</u>	<u>44</u>

+ Class sizes at the elementary level do not include specialists due to inclusive practices and other instructional practices

* Class sizes at secondary level are specific to English, Math, Social Studies, and Science.

Accurate class size reports will be provided to the Staff Adjustment Committee based on enrollment per course or classroom. The Staff Adjustment Committee will meet several times in the fall to make needed adjustments on class sizes and caseloads. Thereafter, additional meetings will be scheduled quarterly or more often as needed.

Teachers will contact the principal to communicate when class size exceeds the cap, outside the regular monitoring process by the Staff Adjustment Committee. The Principal will contact their Associate Superintendent to report any class size that exceeds the caps.

If specific class sizes exceed the established caps and are not addressed by the Staffing Adjustment Committee, one of the following options may be implemented by the District with the goal being a cost-neutral option:

- A. Co-teaching models
- B. Additional ESP support
- C. Balancing class sizes among grade levels or subject area

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- 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 preparation time
- G. Other methods created collaboratively by the site, District, and MFT
- H. The District has the option to place students in classrooms that exceed the cap. At the end of the year, if a classroom ADM report indicates that the average number of students for the school year exceeded the established cap set forth above, the teacher in the classroom shall receive \$500 per ADM above the cap.

MPS will implement the solutions and communicate them to affected staff, students, and families.

If a class size exceeds the cap due to the District's inability to fill a vacancy, it will not be considered a violation of this article and will not be subject to grievance.

MPS and MFT agree that class size caps will be reviewed and adjusted if MPS' instructional model evolves and new models are created.

Evaluation

The Staffing Adjustment Committee will meet to decide the best way to assess the impacts of class size. Possible areas of impact study might be the following:

- Student Achievement - What measurable and relevant impacts class sizes had on the achievement of students in the district.
- Fiscal Resources - What measurable and relevant impacts class size had on the financial health of the district.
- Enrollment - What measurable and relevant impacts has class size on the enrollment of the district.

The class size cap provision will not apply if any of the following apply:

- The District fails to renew any operating, class size, capital projects, or other voter approved referendum.
- Average Daily Membership (ADM) falls below 20,000 as reported by the Minnesota Department of Education.
- The percentage of students who qualify for educational benefits within the district fall below the state average.
- Moody's, Standard and Poor's (S&P) or Fitch Ratings lowers its rating on District debt to below investment grade or rates any district bond issue below investment grade.

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- The District is in statutory operating debt (Statute: MN Stat § 123B.81)

Class size caps for each school year will take effect on October 1 of that school year and will extend until the end of that school year. The district retains all rights to create and modify budgets, allocate resources, project enrollment, place students, create or eliminate positions, and any other matters of inherent managerial policy.

PROPOSAL 6: COVID MOA - Tentative Agreement reached on 3.21.22 at 5:35 pm



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



COVID MOA

WHEREAS, the COVID 19 global pandemic persists throughout the country and world,

WHEREAS, new variants of Covid continue to be discovered,

WHEREAS, the health and safety risks of COVID 19 continue to impact our students, families, communities, and staff,

WHEREAS, MFT and MPS have a commitment to provide a safe, security, healthy and appropriate learning environment for students, staff, and community members,

WHEREAS, Minneapolis Public Schools has issued an indoor mask mandate for all MPS buildings,

WHEREAS, as we are entering another school year of COVID 19 affecting our teaching and learning conditions, we have experience with mitigation strategies, and have a responsibility to build upon and improve the protections and mitigation strategies as well as to be responsive to changing guidelines we employ within our learning spaces,

WHEREAS, MFT and MPS are committed to supporting students and families when they must isolate or quarantine from school.

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

A. HEALTH AND SAFETY PROVISIONS

1.) Emergency Paid Sick Leave: MFT and MPS recognize the importance of quarantine as a mitigation strategy during this ongoing pandemic. Emergency in this case is defined as “quarantine/isolation-related paid sick leave apart from the annual allotted sick leave per the CBA.” The District agrees to provide up to two (2) weeks (up to ten 10 days prorated based on the employee’s daily FTE equivalent) of emergency paid sick leave per incident to teachers who are unable to report to work-because they have been directed to quarantine or isolate by the District’s COVID-19 Response Team, medical provider, or health department.

A. Duration of paid leave will be set by the required quarantine/isolation period, as directed by the District’s COVID-19 Response Team, medical provider, or health Department.

B. The district will send out a communication to teachers that explains the process for submitting their COVID documentation to the District and provides an explanation on how absences should be entered into AESOP Frontline.

C. Employees may be required to test during their leave period to determine quarantine/isolation duration.

Staff members will not have access to COVID-19 related paid emergency leave days after June 30, 2022 unless the parties mutually agree to extend the provisions of this MOA.

2.) Paid Time Off for Vaccinations:

a) Staff members will be paid for time away from work for up to four (4) hours during their normal duty day, to receive an initial vaccination, second dosage vaccination, and a vaccination booster.

b) Staff must follow their site's time-off notification process to inform their immediate supervisor to advise of time off needed for this purpose to ensure coverage of their classroom/work for the period of their absence.

3.) The District will continue to provide accommodations to staff as required by applicable ADA laws. Documentation will be required.

4.) Any teacher on quarantine who is asymptomatic will be expected to work from home.

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B. COVID MITIGATION:

- 1.) COVID Safety Plan and Guidance: The District will continue to provide Guidance for MPS Buildings, Schools and Classrooms, which constitutes the District's COVID-19 Safety Plan with requirements, recommendations and implementation guidance and is applicable to all district buildings and all district staff. Staff working on site in any school building or district support buildings are expected to comply with the health and safety protocols outlined in the current 2021 Fall Guidance, and any subsequent guidance.
- 2.) The District's COVID-19 Safety Plans, mandates, and protocols must be understandable and communicated to all MPS families in languages commonly used in other district communications.
- 3.) District employees that are working in non-public and contract alternative (non-MPS) buildings will continue to be provided with all the same PPE and mitigation strategies, as is provided for staff in MPS buildings. MPS will communicate expectations around cleaning, sanitizing, and mitigation protocols to be used in non-MPS spaces in which MPS educators work.
- 4.) When possible, all learning spaces for the 2021-22 SY shall be reorganized accounting for between 3-6 feet social distancing among individuals within the space.
 - A. Schools have the option to utilize a temporary grade level quarantine classroom formed for online learning needs at the discretion of the Associate Superintendent and Principal based on student quarantine needs.
 - B. For students and in situations where physical distancing is not possible due to medical conditions or an individual's disability, staff can request additional PPE.
 - C. Staff should consult their Site's Licensed School Nurse for further PPE questions relative to student health and safety and the Site's COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.
- 5.) MPS will continue to provide PPE at each building to ensure the safety of our staff and students. Staff should consult their Site's Licensed School Nurse for further PPE questions relative to student health and safety and the Site's COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.

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A. All licensed school nurses will have N95 masks fit-tested. All staff will have access to N95 or KN95 masks as supplies permit.

B. MPS will make every effort to provide one type of covering, as specified below:

- 1) Instrumental Music (Brass and Woodwind) Covering
- 2) Vocal Music face covering (Teachers and Students)
- 3) Prek-2 Clear face covering for early literacy instruction (Teacher)
- 4) ESL Clear face covering for literacy and language instruction (Teacher)
- 5) ASL Clear face covering (Teachers and Students)
- 6) Special Education Clear face covering

C. Teachers will be responsible for the care of their own district provided face covering which includes cleaning of the face covering. Replacement(s), if desired, will be the teacher's responsibility.

D. No teacher or student will be required to use a specialty face covering but will be required to follow the District's mask guidance.

E. MPS is committed to providing guidance for students and families around personal care of District-provided face coverings, which includes usage, cleaning and storage.

6.) MPS will provide access to testing kits to the greatest extent possible based on supply availability throughout the 2021-22 school year.

7.) MPS must provide support requested by Early Childhood Family Education (ECFE) or Early Childhood Special Education (ECSE) Educators when in unsafe and/or emergency situations while serving MPS students and families in their private homes.

- A. ECFE/ECSE educators will be fully supported by MPS in requiring anyone in an MPS family home to wear masks while the educator is physically in their home.
- B. ECFE/ECSE educators will be fully supported by MPS should an educator shift service to online or phone-based home visits if members of the household are unwilling to be masked during in-person home visits.

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- C. If an adult or student in a home is unable to wear a mask for medical reasons and continue to want an in-person home visit, additional PPE will be made available for staff entering the Home.

8.) Site staff meetings will offer a hybrid or virtual option if 6 ft. of social distancing is not able to be met.

C. INSTRUCTIONAL SUPPORT AND WORKING CONDITIONS (In-person and Online):

1) Teaching online learning classes:

- a) No educator shall be expected to teach online and in-person students simultaneously.
- b) Barring any unforeseen and immitigable circumstances that affect student and staff health/safety or as advised or determined by the District, Local or National Health Officials, sites will, to the best of their ability, keep educator schedules and rosters as stable as possible for the remainder of the 2021-2022 school year.

2.) QUARANTEAMS:

- A. Quaranteam members will be paid their direct instruction rate to:
 - i. Engage with assigned students daily throughout their quarantine/isolation period in order to help maintain their academic engagement and academic progress.
 - ii. Provide this support to students who are in quarantine or isolation outside of their normal teacher duties at the teacher's discretion such as during prep time or outside of school time.
- B. Educators will not be expected to contact more than ten (10) students on any given day and will be capped at a maximum of 10 hours per week.
- C. The District will also provide funding to schools for quaranteams during the second semester and the 2022 summer school session.
- D. No educator will be assigned this role by an administrator without mutual consent to the assignment.

3.) Assignment of Licensed Staff Who Are Not General Education or Special Education Classroom Educators:

- A. Any licensed staff who serve students outside of the general education or special education classroom (TOSAs and DPFs) who are asked to provide assistance as a

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classroom reserve teacher will be relieved of their other duties-during that time. In addition, a rotation system will be in place for short term reserve teaching to provide a more equally distributed schedule among those who are reserve teaching in our sites.

4.) Reimbursement for Lost Preparation Time or Duty-Free Lunch: [Art. 2.4.5 in CBA]

- A. Starting January 31st, 2022, when teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEAs) or other student support staff who are absent, they shall, after the principal/supervisor has had an opportunity to find alternative coverage, be paid \$50/hr for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at \$50/hr for the lost preparation period.
- B. Additional Students: Starting January 31st, 2022, teachers assigned any students from classes of reserve teachers, Special Education Assistants (SEAs) or other student support staff who are absent shall also be reimbursed at \$50/hr.

5.) Compensation for Ensuring Students Safe Transportation To and From School:

Licensed staff needing to stay onsite beyond the contract duty day and school social workers who need to transport students from school to home will be compensated as follows:

- 1. When licensed educators must extend their duty day to ensure safe return to home for students, they shall be compensated at their salary rate for extended time. Extended time must be submitted within the pay period in which the extended time service was performed.
- 2. "School social workers who transport a student home due to bus driver shortages may request to have an additional school staff person accompanying them if available."
- 3. This extended pay provision will remain in effect as long as the need exists at each site and shall not be costed against an individual site's budget.

7) Commitment to Collaborate:

The Environmental Health and Safety (EHS) Labor Management Committee (LMC) will reconvene within 30 days of ratification of the 2021-23 CBA and will submit a draft of a COVID plan for the 2022-23 school year to the MFT Joint Executive Board no later than August 10, 2022. The EHS LMC will meet monthly or more as needed through the 2022-23 school year with a focus on ongoing public health efforts and actions in Minneapolis Public Schools.

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BE IT FURTHER UNDERSTOOD AND AGREED; THAT this Memorandum of Agreement shall be effective until August 15, 2022. In addition, this Memorandum of Agreement shall be of no further force and effect and shall not set any precedent or practice regarding any aspect of the Teachers CBA in the future.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

PROPOSAL 7: SALARY AND BENEFITS - Tentative Agreement reached on 3.25.22 at 3:25 am

2021-2022:

1. Steps and lanes.
2. Add **2.0%** to the salary schedule.
3. One-time lump sum bonus payment of \$4,000.
4. Add **5.0%** to Schedules - C3, D, E, and F (co-curricular, athletic, student activity/programs, coaching/coordinating, extended-time program assignments, etc.), eff. 7/1/2021.
 - a. For Schedules C1 and C2, MPS manages seasonal coaches who are not MFT members outside of the MFT contract.
 - i. Any market increases or equity considerations/improvements will be applied to MFT member coach stipend, which will not be costed against MFT contract.
5. Reserve Teachers, effective 9/8/21:
 - a. **Article 8.4.2: Incentive for Hard to Staff Priority Schools:** The District shall pay an incentive in the form of a \$160 stipend to teachers who serve three (3) consecutive student days at Priority schools where the reserve fill rate is less than 75%. To receive the stipend, a short-call reserve teacher must serve three (3) consecutive student days at the ~~same Priority School or Special Education~~ site.
6. Retro will be paid within 60 days of ratification.

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2022-23:

1. Steps and lanes.
2. Add **3.0%** to the salary schedule, eff. 7/1/22.
3. Add **5.0%** to Schedules - C3, D, E, and F (co-curricular, athletic, student activity/programs, coaching/coordinating, extended-time program assignments, etc.), eff. 7/1/22.
4. Cut 1 duty day from the 190 duty-day contract, for the 2022-23 school year.

PROPOSAL 8: PAY PARITY & ABE - Tentative Agreement reached on 3.25.22 at 3:25 am

ADULT ED CONTRACT - ARTICLE 4. SALARY SCHEDULES AND RATES OF PAY

Salary Schedule:

4.1.1 Standard Salary Schedule A: The salaries for Adult Education teachers employed in the District are reflected in standard salary Schedule A **of the ABE contract** and shall be a part of this Agreement for the period July 1, 20**19**21, through June 30, 20**24**23.

4.1.2 Wage Schedule Improvements: ~~Effective July 1, 2020 a 1.0% increase will be added to the salary schedule for all eligible employees.~~ **Effective, July 1, 2021, the first three (3) steps in Standard Salary Schedule A of the ABE contract will be removed and any teacher on step three (3) or above will receive three (3) steps. Effective, July 1, 2022, the first step in Standard Salary Schedule B of the ABE contract will be removed and any teacher on step one (1) or above will receive one (1) steps.**

4.1.3 Step Movement

a. Effective July 1, **2019**21, teachers will receive annual steps in accordance with 4.2.4 below.

b. Effective July 1, **2020**2, teachers will receive annual steps in accordance with 4.2.4 below: Any **negotiated** increases **to salary, including any one-time bonuses, and** benefits for the teachers in the K-12 program shall also be provided to the teachers in the Adult Education Program.

Schedule E: Hourly and Staff Development Rates:

HOURLY FLAT RATE:

Effective 2021-2022 SY: \$2935/hr

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ARTICLE 7. BASIC SALARIES, RATES OF PAY, OTHER ASSIGNMENTS

7.1 Salary: Teachers shall be paid in accordance with the salary schedules adopted by the Board of Education for the 2021-2023 contract period.

7.1.1. Standard Salary Schedules:

The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2021, through June 30, 2023.

7.4.2 Prior Experience:

a. Most Recent ~~Ten (10)~~ Twenty (20) Years: Experience earned in the ~~ten (10)~~ twenty (20) years year period prior to employment shall be credited at the rate of one (1) year of credit for each year of teaching experience. For the purpose of giving this credit the following shall apply:

1. To be given consideration for experience credit, a teacher must have been eligible for a regular teaching license under Minnesota regulations in force at that time.
2. One complete semester of teaching in any one academic year in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than one semester.
3. One full year of half-time teaching in one accredited school system equals one full year of experience. No credit shall be given for teaching experience of less than halftime.
4. The District shall match the salary of teachers from other districts or private schools to the nearest comparable step and lane placement, not to exceed the highest step in the lane.

b. Beyond ~~Ten (10)~~ Twenty (20) Years: Experience earned before the ~~ten (10)~~ twenty (20) year period prior to employment shall be credited at the rate of one (1) year of credit for each two full years of teaching experience. Teaching experience of less than a year shall be ineligible. ~~Count any experience currently counted at one (1) step for every two (2) years as one (1) step per year, effective July 1, 2021, in order to attract and retain high quality educators.~~

...

d. Lane Placement: The lane placement will be made by the Division of Human Resources up to BA+60. The teacher cannot move beyond the BA+60 lane until they have earned an MA degree except by earning, ~~as a tenured teacher,~~ a National Board Certificate or full or special license/certificate (as outlined in 1.4.10) ~~as a tenured teacher,~~ if available in the teaching or RSP field.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

...

7.4.10 SPECIAL LICENSES/CERTIFICATIONS: Award teachers and related service professionals who obtain full or special licenses/certifications while employed by MPS, or who are hired with said credentials, (NBPTS for teachers, LISW/LICSW for SSWs, CCC for Speech Therapists, NCLEX/RN for LSNs, OTR/L for OTs, or specific credentials necessary for third party billing, etc), two (2) lanes (i.e., columns), instead of one (1), on the Teachers Contract salary schedule, retroactive to July 1, 2021 .

7.4.121 BILINGUAL/MULTILINGUAL RECRUITMENT AND RETENTION INCENTIVE: Effective July 2, 2022 MPS will provide a \$500 recruitment bonus for bilingual/multilingual candidates and current staff for positions at schools with dual language or heritage language and cultural programming.

1. The bonus will be paid upon hire and demonstration of ACTFL Certified Rating of at least Advanced Low or equivalent language assessment as determined by the District in the language focus of the school.
2. To support this effort, MPS will offer and cover the cost of an ACTFL assessments for current staff and candidates for positions with a language requirement at schools and as outlined in section three (3) of this article.
3. Schools with dual language or heritage language and cultural programming include: Andersen (Spanish), Anishinabe (Dakota and Ojibwe) Emerson (Spanish), Green (Spanish), Henry (Hmong), Heritage (Somali), Hmong International Academy (Hmong), Lyndale (Somali), Northeast (Dakota and Ojibwe), Olson (Hmong), Roosevelt (Spanish), Sanford (Ojibwe), Las Estrellas (formerly Sheridan) (Spanish), South (Dakota, Ojibwe, and Somali),-Sullivan (Somali), and Wellstone (Spanish).

7.4.10 12 Annual Step Increments: The salary schedule provides for annual step increments after approval by the Board of Education. In order to qualify for a full step increment, an individual shall have been on the school payroll for not less than one semester, or 110 days in a prior school year. However, no more than one step increment can be earned in any one school year. Teachers on a PSP must successfully complete PSP requirements and return to PDP or GDPD status to get a step increase. The step will then be granted retroactive to the beginning of that school year once successfully completed. MPS will update HR Guidelines for Teacher Placement document to reflect the above changes to the 21-23 contract.

PROPOSAL 10: RSP CASELOADS AND MENTAL HEALTH SUPPORTS - Tentative Agreement reached on 3.24.22 at 4:00 pm (See Also Proposal 28)

ARTICLE 12. WORKING CONDITIONS

12.2.1 School Social Workers: Every school will have a minimum 1.0 School Social Worker. It is recommended that staffing caseloads of school social workers follow a ratio of 1:600 as a guideline at all general education settings across all grade levels. ~~This does not include special education allocations to school for citywide special education programs.~~ Caseloads for school social workers shall follow a ratio of 1:250 at the 10% of elementary and Pre-K-8 schools with the highest proportion of students who qualify for educational benefits. If the District is unable to fill a social worker vacancy it will not be considered a violation of this article and will not be subject to grievance.

PROPOSAL 12: INTERVIEW AND SELECT - Tentative Agreement reached on 3.24.22 at 4:00 pm

ARTICLE 15. TRANSFER, REASSIGNMENT AND RECALL

15.2 A summary of the key provisions of the Transfer and Reassignment Procedure:

~~*** Note: In accordance with the "Streamlined Interview & Select Process" MOA, interviews will take place at a central location and there will be one move permitted during the two rounds of I&S. See MOA in Section IV. of this Agreement.~~

...

15.2.6 Interviews – Candidate Pool:

- A. Candidate Pool: The interview pool for each position will include the top four (4) senior applicants and four (4) other applicants to be selected by the site interview team.
- B. Confirmation or Declination Required: Once selected for an interview, teachers need to confirm or decline their intent to participate in the interview process.
- C. Decision-Making Process: Once all of the interviews are conducted, the team will review the results of the interviews, the administrator will conduct reference checks and through a consensus process, the interview team will identify acceptable candidates for the position and may rank their top acceptable candidates in order of priority. If the team is unable to reach consensus, the principal will make the final decision. If the principal is not available for the entire interview process, he/she will delegate their decision-making authority to the team.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

D. Administrative Team Notification: Any changes to administrative assignments will be communicated to District employees in advance of the first round of Interview and Select if available.

15.2.7 ~~*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)~~ Teachers will be able to make up to two (2)* ~~one~~ move during the transfer process.

...

15.4.8 Interview and Select Rounds: Transfers shall take place over two ~~one~~ (2) I&S transfer rounds. ~~*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement).~~

15.4.9 Scheduling: The schedule for postings, interviews and transfers to occur will be reviewed at contract administration.

15.4.10 Notification of Openings: All licensed staff will be notified of the opening of each transfer round via email.

15.4.11 Number of Positions & Moves Allowed: Teachers may seek an interview for any number of positions each round and participate in all rounds and may move twice if desired. ~~*Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)~~

15.4.12 Posting Requirements: District-wide postings include a specific job description including grade level for potential applicants to access.

15.4.13 Online Posting System: Candidates shall go online to upload their resume and sign up for interviews for positions by the designated time for an online interview.

15.4.14 Seniority: Candidates will be able to view their seniority order ranking online in the I&S system within the applicant pool for any posting.

15.4.15 Scheduling of Interviews: A defined interview period will be designated for each I&S cycle. Interviews will be scheduled ~~at the site at which the position is open~~ online to minimize disruption to schedules outside of the school day and to protect employee privacy.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

**PROPOSAL 13: NURSES LONGEVITY AND HIRING BONUS
MOA - Tentative Agreement reached on 3.21.22 at 5:35 pm**



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



NURSES LONGEVITY AND HIRING BONUS MOA

Whereas, MFT and Minneapolis Public Schools (“District”) share the desire to ensure that students in Minneapolis Public Schools have access to Licensed School Nurses during a health crisis that is the Covid-19 Pandemic.

Whereas, the District is drawing up contracts with Agencies to pay non-MFT and Non-MPS employees approximately \$80/hour.

Whereas, MFT and the District recognizes critical understaffing issues in Health services.

Now, Therefore Be It Resolved That, MFT and the District hereby agree to the following for the 2021-2022 and 2022-2023 school years:

1. All Licensed School Nurses (LSN) that worked at least 110 days of the 2021-2022 school year and are working or on a District approved leave the final day of their contract year will receive a \$1,000 pandemic longevity bonus.
2. LSN Coaches will receive a one time \$1000 bonus for the 2022 school year.
3. In order to be eligible for the bonus, Licensed Schools Nurses and LSN Coaches who have been subject to Employee Relations-issued discipline must have successfully completed a restorative practice process identified by Employee Relations and MFT to repair harm and restore relationships. The restorative practice process must be completed no later than the final day of their 2021-2022 contract year.
4. Licensed School Nurses and LSN Coaches who are working 0.5 to 1.0 FTE will receive the full bonus amount. Licensed School Nurses and LSN Coaches who are working less than 0.5 FTE will receive 50% of the bonus.
5. Starting on January 31, 2022, part time Licensed School Nurses who agree to pick up an extra full day of work approved by the Director of Health Services will be paid at their prorated hourly rate of pay for the hours worked in addition to a \$50 bonus.

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Underlined text signifies language new to the contract or to an existing or renegotiated MOA.
Stricken text signifies language removed from the contract or from an existing or renegotiated MOA.

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Reached March 25, 2022 3:35 am

- 6. Starting on January 31, 2022, any LSN working extra hours will be paid their prorated hourly rate of pay for the extra hours worked as agreed upon by the Director of Health Services.
- 7. Newly hired nurses in the 2021-2022 will be offered a \$1000 sign on bonus in lieu of the longevity bonus.
- 8. This MOA will sunset unless renegotiated prior to July 1, 2023.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the 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.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

PROPOSAL 15: PART-TIME SICK LEAVE - Tentative Agreement reached on 3.1.22 at 8:00 pm

ARTICLE 11 - LEAVES OF ABSENCE

11.3 Wellness Pay 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:

...

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 prorated to the portion of the year they work unless otherwise indicated.

PROPOSAL 20: BLACK MEN TEACH MOA - Tentative Agreement reached on 3.22.22 at 3:00 pm



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



BLACK MEN TEACH MOA

WHEREAS, the MFT and MPS share a deep commitment to recruiting and retaining educators of color in order to remedy past, present and continuing effects of discrimination in MPS hiring practices, and specifically Black male educators, in order to work to increase and retain teachers who reflect the diversity of the community served by the District;

WHEREAS, progress has been made in increasing the diversity of educators in our classrooms and learning environments, which also improves academic outcomes;

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

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

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

School Partnerships:

1. MPS, the MFT and Black Men Teach will identify two partnership elementary schools.
2. The MFT and MPS agree to hold vacancies at these partnership schools for Black Men Teach Fellows who are current teachers within MPS or receive an early contract with MPS.

BE IT FURTHER RESOLVED, that this Memorandum of Agreement shall expire on June 30, 2024 and shall not be subject to extension without a subsequent signed Agreement.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

BE IT FURTHER RESOLVED, that this Memorandum of Agreement shall not establish a precedent or require the District to offer the same or similar incentive in the future.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

**PROPOSAL 21: MAGNET PD MOA - Tentative Agreement
reached on 3.6.22 at 9 pm**



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



MAGNET SCHOOL PROFESSIONAL DEVELOPMENT MOA

WHEREAS, MFT and MPS are committed to supporting the successful implementation of magnet school programming

WHEREAS, professional development and structured collaborative time related to project based learning supports and furthers innovative curriculum design, magnet theme integration, and standards alignment and allows for collaboration beyond standard grade-level or subject teams.

WHEREAS, meetings can support additional PD opportunities that are related to planning, curriculum design and development, magnet theme specific goals and collaboration.

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

Underlined text signifies language new to the contract or to an existing or renegotiated MOA.
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Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

Magnet Designation: Magnet Schools include: Bethune, Fair, Hall, Franklin, Sullivan, Emerson, Green, Las Estrellas (formerly Sheridan), Andersen, Ella Baker, (formerly Jefferson), Seward, Anishinabe (American Indian magnet), Roosevelt - Dual language program (pending board approval), and Marcy.

Professional Development

1. During school year 2022-2023 and school year 2023-2024, teachers with any assignment at one of the following District Magnet 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 .
2. The District’s Academic team in partnership with each school’s Principal and Instructional Leadership Team will determine the specific schedule and topics to be addressed during the professional development/collaboration days or extended time. The School Principal, the Associate Superintendent, and instructional leadership team will also seek input from the teaching staff on the schedule and topics.
3. Teachers at Magnet 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.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-23 Teacher Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

This MOA shall expire on June 30, 2024.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

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Stricken text signifies language removed from the contract or from an existing or renegotiated MOA.

PROPOSAL 23: COACHING - TENTATIVE AGREEMENT
reached on 3.25.22 at 2:35 am

SCHEDULE C1 and C2

MPS manages seasonal coaches who are not MFT members outside of the MFT contract

i. Any market increases or equity considerations/improvements will be applied to MFT member coach stipend, which will not be costed against MFT contract.

Proposal 26: CONDENSED INTERVIEW & SELECT MOA -
Tentative Agreement reached on 3.25.2022 at 2:15 am



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



CONDENSED SPRING 2022 INTERVIEW & SELECT PROCESS MOA

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 Spring 2022 Interview & Select staffing and placement process.

WHEREAS, the current collective bargaining agreement between the District and the Union specifies the Interview & Select (I & S) process (See Article 15: Transfer, Reassignment, and Recall); and,

WHEREAS, the District and Union have a shared commitment to recruit and hire effective and diverse teachers; and,

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

WHEREAS, the District and the Union acknowledge that the Spring 2022 hiring timeline for the 2022-2023 school year may be delayed; and

WHEREAS, the District and the Union have committed to collaborate to create a condensed Interview & Select process.

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

1. Implementation of condensed Interview & Select Process. The condensed Interview & Select process initiated by this MOA shall be in effect for the staffing cycle during Spring 2022, for the 2022-2023 school year.
2. Timeline for condensed 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 catalog of open positions will be posted online for teachers to begin the application process. The catalog will be sent to the Union and principals. The catalog 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. 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 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 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. One (1) Round, Online: Approximately five (5) duty days after the positions have been released and teachers have applied for interviews, there will be one (1) round of interviews. Interviews will be conducted online to minimize disruption to schedules outside of the school day and to protect employee privacy.

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. Matching, Placement: Approximately five (5) duty days after the conclusion of Interview & Select, the District and the Union will initiate the Matching and Placement processes as designated in the collective bargaining agreement.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

3. Teacher Movement. Teachers will be allowed to accept only one assignment (1) time during the streamlined Interview & Select process.
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. Excessed Staff Participation in Interview Process: Because school programs are unique, it is important that teachers make informed decisions regarding their teaching assignments. To assure that excessed teachers apply for positions that fit their interests, experience, training, and skills, they shall participate in the interview process whenever positions in their licensure area(s) are available. The District and Union will collaborate to ensure that all excessed teachers participate in interviews or matching in order to reduce the need for placement.
6. Administrative Team Notification: Any changes to administrative assignments will be communicated to District employees in advance of the first round of Interview and Select if available.
7. Labor-Management Placement Committee. The Labor/Management Placement Committee (Placement Committee; made up of the District, Teachers' Union and Principals' Forum) will provide advice and counsel regarding the Interview & Select process, and help problem-solve issues relating to logistics and implementation.

Data: The Placement Committee will determine the scope of its work as needed. Annually, at a minimum, the Placement Committee shall be provided data by the District as follows:

 - a. To determine whether sufficient vacancies were made available to accommodate all excessed staff identified at BTO, the District will provide a list of vacancies by site, licensure area(s), FTE, staff who transferred, and other pertinent aggregate data as determined by the Placement Committee;
 - b. To determine the effectiveness of this MOA, annually within 60 days of the conclusion of Interview & Select, the District will aggregate and provide transfer data for each license area indicating:
 - i. Whether the candidate who secured the position was:
 1. One of the top four (4) most senior candidates; or,
 2. One of the two (2) internal candidates currently working in the District; or
 3. One of the two (2) external candidates hired under an early contract for the following school year.
 - ii. Whether candidates who secured the position self identify as people of color and/or white.
8. 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.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

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, 2022.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

PROPOSAL 27: SPECIALIST STAFFING FOR SMALL SCHOOLS MOA - Tentative Agreement reached on 3.24.22 at 4:00 pm



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



SPECIALIST STAFFING FOR SMALL SCHOOLS MOA

WHEREAS, Minneapolis Public Schools and the MFT have a shared interest in working towards equitable specialist staffing levels; and

WHEREAS, Small schools have the least flexibility in providing specialist time; and

WHEREAS, MPS has invested in instrumental music and supports growth in Physical Education, Arts, Music, and Library Media Standards;

Underlined text signifies language new to the contract or to an existing or renegotiated MOA.
Stricken text signifies language removed from the contract or from an existing or renegotiated MOA.

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Reached March 25, 2022 3:35 am

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

1. MPS will invest a total of \$1,000,000.00 in ESSER funding for SY 22-23 (\$500,000) and SY 23-24 (\$500,000) to support specialist programming at ten (10) small elementary schools (0.5 FTE per school per year).
2. Schools included are schools that currently receive a small school subsidy from the District. This includes: Anishinabe Academy, Cityview, Hall Stem Academy, Hiawatha, Hmong International Academy, Howe, Jenny Lind, Nellie Stone Johnson, Pratt and Lake Nokomis Wenonah
3. The investment will be used to fund partial specialist positions as determined in collaboration with the Instructional Leadership team and input from the staff.

This MOA shall expire on June 30, 2024.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-23 Teacher Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

PROPOSAL 28: CASELOADS FOR EFFECTIVE MENTAL HEALTH TEAMS STAFFING MOA - Tentative Agreement reached on 3.25.22 at 1:15 am



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



CASELOADS FOR EFFECTIVE MENTAL HEALTH TEAMS STAFFING MOA

WHEREAS, MFT and MPS recognizes the importance of our schools' abilities to effectively and quickly respond to the mental health needs of our students and school communities;

WHEREAS, MFT and MPS have agreed to contract language providing a minimum of a 1.0 Social Worker in every building;

WHEREAS, MFT and MPS believe that a nimble team-based approach to attending effectively and quickly to the mental health needs of our students is essential to our school communities;

WHEREAS, MPS has received ESSER 3 (ARPA) federal dollars that are to specifically be used for mental health supports and salaries for teachers and related service professionals, among other school-specific funding needs;

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

- 1) LICENSED SCHOOL COUNSELORS:
 - a) The District shall hire 3.0 FTE licensed school counselors, divided into six (6) 0.5 FTE counselors assigned to 6 elementary schools in greatest need based on Free and Reduced Lunch status and HHM status.
 - b) Every secondary school shall have a minimum of a 1.0 FTE Licensed School Counselor, to be funded, in part, with federal ESSER 3 dollars, if funding is needed.

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

- 2) LICENSED SCHOOL NURSES:
 - a) Every elementary school shall have a minimum of a 0.5 FTE Licensed School Nurse, to be funded, in part, with federal ESSER 3 dollars, if funding is needed.
 - b) Every secondary school over 250 students shall have a minimum of a 1.0 FTE Licensed School Nurse, to be funded, in part, with federal ESSER 3 dollars, if funding is needed.
 - c) Every secondary school under 250 students shall have a minimum of a 0.5 FTE Licensed School Nurse, to be funded, in part, with federal ESSER 3 dollars, if funding is needed.

- 3) LICENSED SCHOOL PSYCHOLOGISTS:
 - a) Licensed School Psychologists shall be staffed at a capped ratio of 1:850, to be funded, in part, with federal ESSER 3 dollars, if funding is needed.

- 4) Sites who staff at higher ratios shall not be required to reduce to these minimums.

- 5) If the District is unable to fill a vacancy in any of these related service professional categories, it will not be considered a violation of this Memorandum of Agreement and will not be subject to grievance.

This MOA shall expire June 30, 2024 unless renegotiated by the two parties.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-23 Teacher Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____

PROPOSAL 29: CASELOADS FOR SPECIAL EDUCATION TEACHERS MOA - Tentative Agreement reached on 3.25.22 at 12:00 am



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



CASELOADS FOR SPECIAL EDUCATION TEACHERS MOA

WHEREAS, MFT and MPS recognize the burdensome workload and paperwork mandates on our special education resource teachers;

WHEREAS, MFT and MPS recognize the unique needs special education teachers;

WHEREAS, MFT and MPS seeks to reduce the workload to better serve MPS students who receive special education students and to improve outcomes within our special education programs;

WHEREAS, MPS has received ESSER 3 (ARPA) federal dollars that are to specifically be used for salaries for teachers and related service professionals, among other special education-specific funding needs, including carrying out IDEA requirements;

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

Special Education Resource Teachers (SERTS): The District shall require sites to follow MPS School Board Policy 5701 for staffing Special Education Resource Teachers. The Special Education Department shall enforce the formula through the budget tie-out process. During the budget tie-out process, there will be an additional factor added in the determination of allocations for each school. The Special Education Department will run monthly reports around the differentiation in caseloads - meaning the number of students added and the amount of students that have left the school. This factor will take into consideration the additional amount of paperwork that is possible when students are added to a SERT's caseload. The District shall take all reasonable actions to finalize student placement decisions before budget tie-out to

Tentative Agreement for the 2021-2023 Teacher Chapter Contract

Reached March 25, 2022 3:35 am

enable accurate data for determining student and staffing needs. Both parties acknowledge that additional placements may be needed.

DUE PROCESS TIME: If a Special Education Resource Teacher reaches a caseload of 23, an additional 55 minutes of due process time daily will be provided, unless daily due process time is already provided.

This MOA will expire on June 30, 2024 unless renegotiated by the two parties.

BE IT FURTHER UNDERSTOOD AND AGREED THAT to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2021-23 Teacher Collective Bargaining Agreement between the District and the Union, it shall not form the basis of any precedent that may be cited by any teacher in any grievance that may be filed other than the enforcement of this MOA.

FOR THE DISTRICT:

_____ **DATE:** _____

FOR THE UNION:

_____ **DATE:** _____