



TENTATIVE CONTRACT
AGREEMENT
EXECUTIVE SUMMARY

Effective July 1, 2017 through June 30, 2019 and
thereafter until a new agreement is reached



TABLE OF CONTENTS:

Salary/Benefits 1

Article 1. Subds. 6, 7, 8... *Union Business Days, Access, Data*..... 1-3

Article 2. Teacher Assignments... *Teleworking; Due Process Day Release* 3-4

Article 5. Professional Development... *Specialist PD* 4-5

Article 6. Student Behavior/Discipline... *Teacher Assault* p6

Article 11. Subd. 2. Death in Family Leave... *Additional 2 days paid* p7

Article 15. Transfer, Reassignment, and Recall... *Grow Your Own Exemption*..... 7-8

MOA – Standardized Assessment... *Opt-out notification* 8

MOA – Restorative Practices... *Implementation/Oversight Committee* 8

MOA – Teacher Observation Adjustments..... 8-9

MOA – Short Term Disability... *Seek Voluntary Benefit Product*..... 9

Additional Information – *Additional MOAs Signed 3/6/18* 9

Salary & Wage Schedule/Benefits:

2017–2018:

- Salary Schedule A: 0.5% Increase on all Steps and Lanes, retroactive to July 1, 2017.
- All other schedules unchanged.
- Health Insurance maintain at current levels.

2018–2019:

- Salary Schedule A: 0.5% Increase on all Steps and Lanes.
- All other schedules unchanged.
- Health Insurance maintain at current levels.

(p8) Article I. COLLECTIVE BARGAINING AGREEMENT, PUBLICATION, DURATION, BOARD RIGHTS

Section A: Collective Bargaining Agreement, Definition

6. Union Business Leave:

The annual allotment of one hundred (100) person days shall be established for the exclusive allocation of the Union. Individuals certified by the Union to use this time shall be

released without loss of pay. The cost of reserve teacher service for these individuals shall be borne by the Union and shall be paid as used and billed by the Finance Department. An additional allotment of fifty (50) days will be established for the exclusive allocation of the union for the specific purpose of mediation if the one hundred (100) days have been depleted.

7. Email and School Mailboxes

In the interest of maintaining effective labor-management relationships and efficient and appropriate use of district time and resources, the District will allow union access to District email and school mailboxes by MFT representatives for certain union activities.

Union use of systems is subject to the same condition as employee use as set forth in District policy.

The District will permit access as follows: Bulletins, flyers, union newsletters, meeting notices, general dissemination of information to members, contract information, union election process information and results, and notification of unit clarification/determination decision. Communications/Items will be identifiable as union communications or materials. MFT or its appointed designee (e.g. stewards) will bear the responsibility for distributing MFT materials. District owned property and services including the email system and school mailboxes may not be used for the following: Political activities, fund-raising, campaigning for union office, strike activities or solicitation of employees for union membership. The MFT must request prior approval for the use of email systems and school mailboxes for activities that are not specifically approved in this document

The MFT agrees to use the District email system as follows:

- The MFT will limit mass communications to no more than five (5) emails per week excluding joint District/MFT communications.

The MFT agrees to use the school mailboxes as follows:

- The MFT will limit communication to one school mailbox entry per week.
- The MFT or building steward will not use district equipment for printing any MFT or school mailbox materials.

Union designated representatives may access school sites, where the Union represents members of this bargaining unit, for proper and non-disruptive business activities during the regular building hours that is being accessed, provided that:

(a) The Union will make reasonable efforts to notify the administrator in charge of the site that it intends to access the site on a specific date and time at least one (1) business day before accessing the site except in urgent circumstances.

b) The Union's designated representatives shall not meet with bargaining unit members during the member's student contact time, or PLC/collaboration time.

(c) The Union's designated representatives shall follow the standard sign-in procedures for the site.

In order to access buildings outside of the regular building hours, the MFT will follow the stated District Facilities Reservation System.

8. Employee Lists: The District agrees to provide the following information on a weekly basis in electronic form.

Weekly Data Reports:

- | | |
|--------------------------------------|--|
| 1. <u>Main Employee ID number</u> | 3. <u>Last name</u> |
| 2. <u>Employee ID number</u> | 4. <u>First name</u> |
| 3. <u>Last name</u> | 5. <u>Middle initial</u> |
| 4. <u>First name</u> | 6. <u>Effective date</u> |
| 5. <u>Middle name</u> | 7. <u>Action type</u> |
| 6. <u>Adjusted date of hire</u> | 8. <u>Position</u> |
| 7. <u>Leave start date</u> | 9. <u>Personnel area</u> |
| 8. <u>Leave expected return date</u> | 10. <u>Address</u> |
| 9. <u>Original hire date</u> | 11. <u>City</u> |
| 10. <u>Seniority date</u> | 12. <u>State</u> |
| 11. <u>Weekly hours</u> | 13. <u>Zip code</u> |
| 12. <u>Personal subarea</u> | 14. <u>Employee subgroup</u> |
| 13. <u>Employee group</u> | 15. <u>Weekly hours</u> |
| 14. <u>Employee sub-group</u> | 16. <u>Subject</u> |
| 15. <u>Position</u> | 17. <u>Position</u> |
| 16. <u>Job</u> | 18. <u>Location</u> |
| 17. <u>Work location</u> | 19. <u>School or assigned work site</u> |
| 18. <u>Current site</u> | 20. <u>Classification</u> |
| 19. <u>FTE</u> | 21. <u>Work email</u> |
| | 22. <u>Work phone and or extension</u> |
| | 23. <u>Seniority date</u> |
| | 24. <u>Seniority number</u> |
| | 25. <u>Probationary or tenure status</u> |

Weekly Teacher Adds, Moves and Drops Report:

1. Main employee number
2. Employee number

Article II. TEACHER ASSIGNMENTS AND SCHEDULES

(p10) Teacher Record-Keeping: The District and the Union agree that the Calendar Committee shall schedule full release days quarterly during the school year at times appropriate to the grading cycles for teachers for record keeping. Such record-keeping days shall be identified in the calendar and no staff development or other activities shall take place at the site on record-keeping days without an agreement of a 70% majority vote of the teachers at the site.

Telework: Members are eligible for teleworking during the professional work days designated for grading and reporting.

- a) The principal may determine which positions, if any, may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities. Such decisions shall be communicated to the affected staff, no later than one week prior to the scheduled record-keeping.
- b) First year teachers will be required to work on site.
- c) Teachers can telework the last record keeping day only after all end of year and classroom close-out requirements are completed.

(p10) Additional Time for Due Process:

Additional Time for Due Process: Effective with the ~~2015-2016~~ 2018-2019 school year, all special education teachers/providers shall have three (3) days of reserve teacher time per school year to be used as needed to complete due process compliance requirements. Those realigned into special education shall have one additional day of reserve teacher time during their first realigned year to be used as needed to complete due process compliance requirements. Those in their second and third realigned year in special education may request additional reserve teacher time from their buildings to be used as needed to complete due process compliance requirements. Reserve teachers will be scheduled-in advance for a Tuesday, Wednesday or Thursday. ~~with the understanding that if there is a shortage of reserve teachers because of many requests from teachers who are absent due to illness, the reserve teacher may be reassigned and rescheduled for a later date.~~ Once a due process day has been entered into AESOP, the teacher will be released from school duties to complete due process paperwork that is required by law. Buildings will be responsible for a plan to support special education service teachers/providers.

Article V. PROFESSIONAL DEVELOPMENT

Section H. Staff Development

(p92) We Believe

...

e. instructional staff in city-wide programs, ~~and~~ related services (e.g., Special Ed.) and Specialists (Art, Library Media, Music, Physical Education, etc.) will also engage in professional development activities with job-alike colleagues from other sites. This Professional Development will support the MN State Content Standards of the specialist/related service personnel area.

...

(p93) Staff Development Goals

~~Be appropriate and relevant for elementary specialists.~~ Support the standards and content for elementary Specialists (Art, Music, Physical Education, Library Media, etc.).

...

(p94) District Staff Development

Time: The District will be proactive in finding time for teachers to engage in staff development.

- The district Calendar Committee will designate release days for staff development, all but one of which will be conducted at the site level. During these days, Specialist teachers and RSPs will have the option of meeting with content-alike colleagues for PD if the site PD topic/plan does not apply directly to their content area, PDP goals or content standards.
- In addition to one release day for district-wide professional development, one site professional development release day will be designated for instructional staff in city-wide programs, ~~and~~ related services, and Specialists to engage in professional development activities with job-alike colleagues from other sites

...

(p94-5) Site Staff Development Committee: The committee at each site consists of a majority of teachers and additional representatives of the site community. Staff

Development decisions are made by the Site Staff Development Committee. [MN Statute §122A.60]

The Site Staff Development Committee will:

- implement a process for allocating site staff development funds.
- employ the district Criteria for Spending Staff Development Funds.
- use the MN Staff Development Report and the MPS Staff Development Expenditures Report forms to guide planning, implementation, evaluation and reporting of site staff development activities.
- report spending, activities and results to the District Staff Development Advisory Committee for the purpose of state reporting.
- Provide specialists the opportunity to access funds to attend District PD or out of District PD that directly supports District priorities, SIP, PDP, and/or Content Standards.
- Provide a quarterly report to all building staff detailing how all staff development funds are spent.

Expectations: The Site Staff Development Committee will take the lead in facilitating professional learning at the site.

- Site staff development must:
 - a) support the SIP and/or individual PDP goals;
 - b) support educational diversity;
 - c) support participation and professional growth of all site community members.
- The site Leadership Team will include a representative of the Site Staff Development Committee as a member or ex-officio member.
- The Site Staff Development Committee must be represented in the site budget process.
- Based on the SIP and site staff development plan, staff development may be required for some or all staff members.
- Release Specialists and RSP to content specific, district wide groups if the focus of building Professional Development does not apply directly to the content standards and learning in the Specialist/RSP area.

...

(p95) Criteria for spending Staff Development Funds:

The purpose of staff development is to enhance the professional performance of all employees in the District so that our mission can be realized: *We exist to ensure that all students learn.*

...

The site Staff Development Committee should be comprised of a majority classroom teachers and be representative of the site community. Specialists (Art, Media, Music, Physical Education, etc.) should be included on this committee.

ARTICLE VI. STUDENT BEHAVIOR/DISCIPLINE

(p117) Section D. Assaults on Teachers (Also see Article X. Personal Injury/Property Benefits)

In the event a teacher is physically assaulted by a student, parent, or other individual while in the performance of their duties, **the teacher should inform the supervisor as soon as possible** and the following procedure shall occur:

1. The teacher and supervisor will fill out an Incident Report and a First Report of Injury immediately after the injury has occurred or when the supervisor has knowledge of the incident. The form should be sent to the district workers' compensation program administrator within twenty-four (24) hours.
2. If the injured teacher is unable to complete and sign either report form, the supervisor who has knowledge of the assault should, within twenty-four (24) hours of the injury or notice of injury submit the required forms.
3. The teacher will share reports with the principal or supervisor. In discussing the report with the principal or supervisor, the teacher may have a union representative present at the meeting if she/he wishes to have one. If requested, the union will inform the teacher of her/his rights under the law in connection with assaults and assist the teacher by acting in an advisory capacity.
4. If permitted under state law, the teacher may (optionally) file a police report and request a copy of it.
5. The teacher will be informed by the principal or supervisor of the specific actions taken to resolve the concern.
6. The principal or supervisor shall obtain statements in a timely fashion from any employees or others who observed the incident.
7. The Division of Human Resources will assist the teacher in determining eligibility for benefits and reimbursement.

In the event a teacher receives a verbal, written, physical, or terrorist threat, the teacher will:

1. Report the incident to her/his principal or supervisor.
2. Receive a report from the principal or supervisor of the specific actions taken in response to the report.

Upon receipt of a written report from a teacher, the principal or supervisor shall report to her/his District supervisor and to the District Operational and Security Services Department Director each case of assault suffered by the teacher in connection with her/his employment in which personal injury or property damage occurs. In addition, the supervisor will inform the teacher of who has been contacted, what forms may be needed, and/or who is to be contacted if further information needs to be provided by the teacher.

As set forth in **Article X, Personal Injury/Property Benefits**, a reasonable loss of time resulting from an assault on a teacher by a student, parent, or other individual that occurs while the teacher is engaged in the performance of her/his duties shall not be deducted from her/his unused sick leave, provided the teacher has informed their supervisor/principal of the incident so that the District's Incident Report form can be completed.

These are the required forms that must be completed at the site:

- Incident Report

- Workers' compensation First Report of Injury

A copy of the Incident Report shall be given by the teacher to the Minneapolis Federation of Teachers.

This article shall not be subject to the grievance procedure except for Section D, which is grievable through mediation but not subject to arbitration.

ARTICLE XI. LEAVES OF ABSENCE

(p148-9) Subd. 2. Death in Family or Critical Illness:

A. Death In The Family: Teachers, including those assigned as long-call or cadre reserve teachers, may be granted a leave of absence for up to five (5) consecutive days per event for the death of the teacher's mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness or death of the individual. Teachers traveling more than 2,000 miles one way will be granted up to two (2) additional consecutive days per event. Documentation may be requested.

B. Critical Illness: Critical illness is defined as an illness where death is impending, but recovery is possible. Teachers, including those assigned as long-call or cadre reserve teachers, may be granted a leave of absence for up to five (5) consecutive days in the event of the critical illness of the teacher's mother, father, sister, brother, children, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness. Documentation may be requested.

C. Leaves for Critical Illness and Death in the Family: Such leaves shall be with pay and shall not be deducted from the teacher's sick leave; however, each teacher is limited to twenty (20) days per contract period. The District reserves the right to require documentation of critical illness or death.

D. Critical Illness or Death of a Friend: In addition to utilizing unused Personal Leave days, teachers may take up to two (2) days, to be deducted from the teacher's cumulative sick leave for the critical illness or death of a friend.

ARTICLE XV. TRANSFER, REASSIGNMENT, AND RECALL

(p179) Section I. Exemption from layoff for designated programs and staff

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

Autism

Montessori

Immersion

Native and Heritage language literacy programs as identified at contract administration

Teachers who are graduates from the district's Grow Your Own programs may be exempted from districtwide layoff outside of seniority order to ensure the district and the MFT's commitment to grow our own staff.

MOA- STANDARDIZED ASSESSMENTS (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).

The Minneapolis Public Schools will ensure that every school, at the beginning of the school year, will notify students and their families of their opt-out rights. This notification will be translated into Somali, Spanish, Hmong and Oromo. The District will review the opt-out notification communication with the MFT prior to distribution.

MOA- RESTORATIVE PRACTICES (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).

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

MOA – TEACHER OBSERVATION ADJUSTMENTS FOR 2017-2019

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.

Now, Therefore, Be It Resolved, that:

The District and Union hereby agree to the following:

- A. For 2017-2019, the probationary model will remain the same.
- B. For 2018-19, the tenured observation model will be modified to the following:
 - a. One full scored observation by a primary observer every three years
 - b. On the other two years, a minimum of one unscored observation by a certified observer. The teacher may choose the type of observation.
 - c. One additional collaborative review option and one peer observation option each year. The options will be collectively determined by the Teacher Evaluation Labor Management Committee and will focus on receiving feedback on current practice.

- C. The Teacher Evaluation Labor Management Committee will develop a process for a teacher to appeal their full observation if the teacher has evidence that the observation was not completed according to the observation process.

MOA- SHORT TERM DISABILITY (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).

The Minneapolis Public Schools agrees to establish a voluntary short term disability benefit, which is optional and paid for by the employee. Coverage will be available on an optional basis to benefit-eligible employees working at least 20 hours per week. In order to establish this benefit, the District will complete an RFP, which will include a maternity leave option. If no vendor submits an acceptable maternity leave benefit proposal, the District will not have an obligation to make the benefit available.

This MOA shall be in effect for the duration of the 2017-19 collective bargaining agreement.

ADDITIONAL INFORMATION

On March 6, 2018: The District and MFT signed four additional MOAs as part of this negotiation package. These four include:

**Community Partnership Schools
Streamlined Interview and Select
Immigrant Teachers
Retirement Incentive**

FOR THE DISTRICT:

Chief of Human Resources

DATE: _____

FOR THE UNION:

Union President

DATE: _____