



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



This MEMORANDUM OF AGREEMENT shall not be considered final or binding until the completion of negotiations on all open contract items and is considered contingent on final agreement by both parties to a total package of proposals. Further, this agreement is contingent upon ratification by MFT Teachers and ratification by the Minneapolis Public Schools Board of Education.

MOA - Educators of Color (EOC) Retention

Whereas, the 2021-23 CBA establishes limited exceptions to layoff under the following language:

- 15.10.1 Exemption from Layoff:** *Teachers working in the following programs may be exempted from district-wide layoff outside of seniority order to 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. For SY 20-21 through SY22-23, 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*
 - 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.*

Whereas, MFT and the District share the desire to increase and retain a higher proportion of Educators of Color serving our students, and,

Whereas, the parties agree that it is important to collect and analyze the effectiveness of this Agreement to succeed in retention of EOCs, and,

Whereas, the parties wish to establish layoff protections for a 2 year period (hiring cycles),

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

1. If the placing of any educator on layoff or nonrenewal before another teacher would prevent students from having access to educators who are members of populations

underrepresented among the licensed educators in the district or school and who reflect the diversity of enrolled students, the district shall retain the educator, even if the retained educator is a Tier 2-licensed, or probationary educator, or the educator has less seniority.

2. Excessing and Staffing Stability for Educators of Color
 - a. In the event that a less senior educator of color is excessed from a site during the Spring 2021 and Spring 2022 Transfer and Reassignment process, less senior educators of color may have prioritized right to recall should a vacancy arise in their former site after either Round 1 or Round 2 of the Interview and Select process.
 - b. If an educator of color, previously excessed from a site, is given the option to return to the site from which they are excessed, and they have secured another position through Interview and Select, they may choose to return to the site from which they were previously excessed.
3. Within 30-days of ratification of the CBA, the District will share a report of all educators of color, their hire date, an adjusted date of hire, FTE, probationary or tenure status, seniority date, seniority number, licensure(s), position, site/program, racial identity, gender, age and other data that may be determined relevant.
4. Reports will be provided to MFT on a quarterly basis.
5. When any educator of color leaves service for any reason, the type of separation will be detailed on the next quarterly report and a process for repairing harm and restoring relationship will be offered to the departing educator.
 - a. If the separation is by the educator's choice and is the result of white supremacist action or behaviors experienced within their employment with Minneapolis Public Schools, the District and MFT will jointly offer an exit interview to seek data regarding working conditions (e.g. climate, workload, administrator support) with the purpose of identifying factors contributing to the separation. The educator may choose to interview with the District and MFT jointly, with the District or MFT individually, or with a neutral third party, per the request of the educator. The District and MFT will agree upon the questions and process for such an exit interview.
 - b. If the separation occurs by termination of contract and the educator is a probationary educator, a process similar to the termination hearing for tenured educators will be offered to that probationary educator for the purposes of identifying inequities that resulted in performance deemed necessary for termination of contract.
 - c. Upon request, departing educators may submit a written or recorded exit statement to the District and to MFT rather than participating in an exit interview. In all departures, the option of participating in an exit interview or submission of an exit statement is provided to, but not required of, the departing educator.
 - d. Engaging in the exit interview process or submitting an exit statement does not constitute a waiver of the educator's right to challenge the separation in another forum, should the educator so choose.

6. The District and MFT shall review the quarterly lists at Contract Administration, which shall include other stakeholders as needed.

7. 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 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: