



**MFT PROPOSAL FOR
ARTICLE 2**

Presented on November 9, 2023



WHEREAS, MFT and MPS are committed to providing an appropriate learning environment for students and staff; and

WHEREAS, MFT and MPS are committed to supporting students and families by providing staff adequate time to prepare for students and make contact with families

WHEREAS, the parties have had differing interpretations of contract language, including, but not limited to:

1. Being required to do report cards prior to the record keeping day;
2. Extending of the duty day, in terms of reasons and/or processes;
3. Prep time scheduling and use
4. Duties before/after the student contact day (known as non-instructional or non-student contact time)

WHEREAS, the requirements, manner, and demands of teaching and learning continue to evolve, making the importance of planning and preparation within the duty day increasingly essential;

WHEREAS, MFT and MPS have a commitment to providing Special Education students with the most appropriate educational plans, and are committed to meeting all laws and requirements for Special Education students; and

WHEREAS, MFT and MPS are committed to stabilizing the teacher pool; and

WHEREAS, offering alternate ways to compete for quality staff has been effective in many districts,

THEREFORE, Be It Resolved, the following revisions be made to Article 2 of the 2023-2025 Teacher Contract, effective upon ratification of a comprehensive tentative agreement

Article 2 Teacher Assignments and Schedules

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2.3 Special Education Due Process Accountability; Additional Days

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2.3.3 **Additional Time for Due Process:** ~~Effective with the 2015–2016 school year,~~
~~a~~All special education teachers/providers shall have three (3) days of reserve teacher time per school year to be used as needed via telework, if desired, to complete due process compliance requirements. Special education teachers/providers may elect to use these days or be paid the equivalent hours outside their Duty day at their direct instruction rate. 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 shall be scheduled in advance for a Tuesday, Wednesday or Thursday. 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.

2.4 Length of Teacher's Day/Week

2.4.1 Definition:

a. Normal Work Day: The normal workweek of full-time teachers shall be no longer than 40 hours including their one-half hour daily duty-free lunch period. ~~No regularly scheduled duty day shall extend beyond 8½ hours unless voted on by the licensed staff assigned to the particular site/program by a vote of 70%. The vote will be presented in writing. If a duty day is extended beyond 8 hours, it may only happen once per week. The teacher's one-half hour daily duty-free lunch period shall be during the student day (see also Section 2.4.5.a). Ninety (90) minutes of non-student contact time will be provided before/after the defined student day. (See Addendum 1: Assignment Scheduling Parameters)~~

[struck language moved/amended to 2.4.1.e.2. Below]

[Housekeeping note: Need to change the heading on p. 221 to read: Addendum 1: (Also see Article 2.4.3-4)]

b. Normal Work Year: ~~The District Calendar Committee shall not create a calendar that requires teachers to return for duty more than five days prior to the District's first student day.~~

c. b. Preparation Time: ...

d. e. Reporting for Duty Requirements: ...

e. d. Extension of School Year/Day:

1. School Model Change to Extend Year/Day. MFT agrees to meet to develop a Memorandum of Agreement (MOA) on any proposed school model that extends the school day/year. (See Section 2.6. Process for Approval to Changes to School Schedule).

2. Duty Day Extension for Professional Meetings. *[language in italics moved from 2.4.1.a, not new language]* ~~No regularly scheduled duty day shall extend beyond 8½ 8 hours unless voted on by the licensed staff assigned to the particular site/program by a vote of 70%. The vote will be presented in writing and will allow the teachers at the site to elect which day is extended, how often, and whether or not the staff will be paid for the additional time or another day is reduced. If a duty day is extended beyond 8 hours, it may only happen once per week and is limited to a~~

maximum of 30 minutes. If the paid extension of the workday option is voted in, a teacher shall be paid at their direct instruction rate.

3. Other Duty Day Extensions. If an extension of the duty day occurs, teachers shall be compensated at the direct instruction rate for necessary duties beyond the duty day, including but not limited to IEP meetings, bus duties, 504 meetings, and student supervision.

2.4.2 Professional Meetings: An important function of a teacher is to work with students on an individual basis and to work with the families. To facilitate this goal, a longer teacher's day may occasionally be necessary. Moreover, meetings may occasionally necessitate a longer workday. Extension of the teacher's day shall not be regularly assigned (see 2.4.1 in this section for voting mechanism to extend the workday). If frequent or lengthy extension of the workday is required, a teacher shall be paid at the hourly flat direct instruction rate, or an alternative duty schedule shall be arranged by mutual agreement between the teacher and the principal/supervisor. Meetings convened by site administrators or other instructional site leaders including but not limited to professional development, PLCs, team meetings, staff meetings, MTSS meetings, and data cycles will be limited to one (1) per week to ensure there is time to prepare for instruction and student support.

Union stewards shall be provided up to fifteen (15) minutes at staff meetings to report on official Union and/or labor/management business.

The school district shall recognize Wednesday after school and evening as a time reserved for Professional Organization meetings. Every reasonable effort shall be taken to reserve this time. Such meetings may be scheduled during the defined teacher day on non-student contact time. Contractual issues are appropriate matters for staff meetings.

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2.4.5 Reimbursement for Lost Preparation Time or Duty-Free Lunch:

a. Purpose: All teachers/RSPs are entitled to a preparation time and one-half hour daily duty-free lunch period every day within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, to plan, prepare, and resource the next steps needed with students. It is not time for conducting special education evaluations, re-evaluations, or complying with procedural requirements.

1. Pay Rate: When teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEA's) or other student support staff who are absent, they shall, after the principal/supervisor has had an opportunity to find alternative coverage, be paid at an hourly flat their direct instruction rate of pay for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at their hourly-direct instruction rate for the lost preparation period.

2. Additional Students: 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 their hourly-direct instruction rate for the duration of time when assigned extra students.

b. Attendance at Meetings: Any teacher/RSP required to attend meetings scheduled during their preparation time shall be paid at their direct instruction rate of pay or be provided an alternative preparation time by administration. This includes IEP/504 meetings.

c. Licensed School Nurses: Licensed School nurses are included in the provisions herein and are entitled to a daily duty-free lunch period within the student day. Licensed School nurses will be reimbursed for lost duty-free lunch time at their ~~pro-rated hourly rate~~ direction instruction rate.

d. Alternative Time Options: To provide continuity of instruction for students and to enhance access to professional development for first year and other teachers, an alternative time option within teams/sites for classroom teachers who fill in for other teachers gone for professional staff development leave of absences, one (1) to three (3) days, may be provided. Teachers agreeable to the alternative time option would accrue alternative time that would be used with the agreement of team members and the principal for professional or staff development activities. Use of the alternative time would occur when other members of the team could provide coverage for that teacher.

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2.4.7 Open House/Marketing Events, Scheduling Open House: Recognizing the current competitive environment in which urban schools exist and the need to engage our community and parents fully, teachers shall participate in at least one (1) Open House and one (1) school marketing event program during each school year if scheduled. Schools may choose via a discussion with the staff which week at the beginning of the school year to hold their fall Open House in collaboration with MFT and Chief of Schools, with the option to keep it in the first week. Such an activity is scheduled in addition to the regular workday. Time spent for both events shall not exceed four (4) hours total. If teachers are placed in hardship by such activities, arrangements may be made for alternative means of contributing without their presence by mutual agreement with the principal/supervisor.

2.4.8 Parent-Teacher Conferences: Teachers shall participate in up to ~~three (3)~~ two (2) parent-teacher conferences as required by the District Calendar that shall be scheduled on parent-teacher conference days. Parent-Teacher conference days shall take place on the days established in the District Calendar during the site's duty hours unless there is agreement by majority vote of the teachers at the site. Exact scheduling of any required conference conversion time shall be determined by majority vote of the teachers, prior to the start of the student school year.

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2.5 Length of the School Year:

2.5.1 Teacher Duty Days:

a. ~~Starting with for the 2024-25 2021-2022 school year, the teacher duty year will be made up of 186 196 paid duty days, which include the six (6) paid holidays within the regular school year. For the 2022-2023 school year, the teacher duty year will be made up of 195 paid duty days which include the six (6) paid holidays within the regular school year. Staff expected to attend New Teacher Orientation (NTO) will have 188 paid duty days to attend two (2) days of NTO.~~

[Note: *These proposed reductions in duty days and holidays are based on the retention of the current salary schedule, with any negotiated percentage increases applied.]

2.5.2 Holidays: a. Holidays: Teachers ~~are not required to work~~ are paid for up to seven (7) legal holidays authorized by the Board of Education during the regular school year. These holidays are ~~Independence Day, Labor Day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidential's Day, and Memorial Day, Juneteenth.~~ Teachers working the regular school year will be paid for the six (6) holidays that fall during the regular school year. Teachers working the regularly scheduled work day before and the

regularly scheduled work day after Juneteenth, and/or Independence Day shall be paid for ~~this~~ these holidays.

[Note: And then fix any/all references impacted later in the CBA to tie it back to the duty days as defined in 2.5.1 Teacher Duty Days, see examples that follow.]

7.15.2 Computation: To compute the Hourly Pro-rated Rate, or Direct Instruction rate, divide the teacher's current annual salary* step and lane placement at 1.0 FTE by the teacher duty days; that result is further divided by the hours in the teachers' regular duty day less 30 minute duty-free lunch. Furthermore, teachers shall be paid one half (1/2) the amount of the full hourly rate for each additional full thirty (30) minutes worked. The hourly rate will be based upon the 196 duty days in 2.5.1 per-year and at 7½ hours each day (8 hours per day less ½ hour duty free lunch).

*Summer school rates are calculated based on the annual pay earned in the school year in which summer session starts and the same rate remains in effect throughout that session.

9.14.2 P. 163 Wellness examples:

Section II Salary & Wage Schedules

SCHEDULE G STAFF DEVELOPMENT, OTHER HOURLY RATES, STIPENDS P.240:

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Hourly Pro-rated/Direct Instruction Rate:

Teachers shall be compensated at the Hourly Pro-rated/Direct Instruction Rate of pay for work performed for student instructional time outside the regular day and year, such as summer school and extended day/year teachers. Such teachers are paid at their current step and lane placement computed to an hourly rate. To compute the Hourly Pro-rated/Direct Instruction Rate, divide the teacher's current annual salary* step and lane placement at 1.0 FTE by the teacher duty days; that result is further divided by the hours in the teachers' regular duty day less 30 minute duty-free lunch. Furthermore, teachers shall be paid one half (1/2) the amount of the full hourly rate for each additional full thirty (30) minutes worked. The hourly rate will be based upon the 196 duty days in 2.5.1 per-year duty days per year and 7½ (8 hours per day less ½ hour duty free lunch). [*Summer school rates are calculated based on the annual pay earned in the school year in which summer session starts and the same rate remains in effect throughout that session.]

For the District:

For the Union:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____