



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



**2021-2022 SCHOOL YEAR
MOA – COVID 19 SAFETY, MITIGATION, AND INSTRUCTIONAL SUPPORT**

MPS Counter Proposal

August 26, 2021

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

WHEREAS, new variants of Covid are proving more virulent and continue to be discovered (Delta, Delta Plus, Lambda, etc),

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**, there are increasing numbers of organizations that are mandating vaccinations for their employees and FDA approval of the existing vaccinations is forthcoming,~~

~~**WHEREAS**, children under the age of 12 lack access to vaccinations,~~

WHEREAS, as we are entering a third 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**, MPS has received approximately \$160 million from the federal government for purposes of addressing COVID within our schools and therefore money is available outside of the specific contract costs,~~

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



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A. HEALTH AND SAFETY PROVISIONS

- 1) ~~Upon notification that an educator has come into contact with a person who has been infected with COVID-19, or upon exhibiting COVID-19 symptoms such that the district advises the educator to stay or return home, or upon notification that the educator's child must quarantine and requires supervision, the district shall permit that person to work remotely until such time as cleared for a return to in-person work under MDH guidelines (if the employee is well enough to do so). If a staff member is vaccinated but has been exposed to COVID-19, the staff member may opt to teach from home based on the circumstances of the exposure. If no remote work is available, the individual shall remain on paid administrative leave.~~ **The District is not agreeable.**

- 2) Paid Sick Leave: The District agrees to provide up to two weeks (up to ~~80 hours~~ 10 days prorated based on the employee's daily FTE, ~~or part-time employee's two week equivalent~~) of ~~emergency~~ paid sick leave per incident to teachers who are unable to report to work or telework for the following COVID-19 qualifying reasons, :
 - a) ~~Staff member is unable to work due to testing positive for COVID-19.~~
 - b) Staff member has been directed to quarantine by the District's COVID-19 Response Team, medical provider, or health department.
 - c) ~~Staff member must care for a child who has tested positive for COVID-19.~~
 - d) ~~Staff member must care for a child who has been directed to quarantine by a medical provider, school district/site COVID Supervisor, childcare provider, or health department.~~
 - e) ~~Staff member is unable to work due to symptoms from the COVID-19 vaccine~~

Duration of paid leave will be set by the required quarantine period, as directed by the District's COVID-19 Response Team, medical provider, or health department.

Employees may be required to test during their leave period to determine quarantine 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, or until such time, even if prior to June 30, 2022, conditions prevent this



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~~benefit from being feasible. If such an extension occurs, an addendum will be created and published for members. (moved from 3. b)~~

~~As we learn more about new variants and MDH changes guidelines, the district will provide leave for employees, according to the current MDH guidelines at the time of the exposure.~~

- ~~3) An educator who meets one of the above qualifying reasons (listed in 2) will be entitled to emergency paid sick leave over a period of no more than ten (10) workdays per incident if they or a child in their care are recovering or quarantining at home, and unlimited emergency paid sick leave when hospitalization is required. If requested, staff members must provide medical documentation in order to use the COVID-19 related emergency paid sick leave.~~
- ~~a) Eligibility: Only staff who are not provided the opportunity to work remotely (or have a confirmed case of COVID-19 and are unable to work due to illness) will be eligible for COVID-19 related emergency paid sick leave as outlined above.~~
 - ~~b) 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. If such an extension occurs, an addendum will be created and published for members.~~
- 4) 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 and second dosage vaccination.
 - b) Staff must work with their immediate supervisor to advise of time off needed for this purpose and to ensure coverage of their classroom/work for the period of their absence.
- 5) The District will **continue to** provide accommodations to staff as required by applicable ADA laws. ~~and will also allow school staff whose health is at risk or who have members of their household whose health is at risk to work from home to the extent possible if~~



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work is available. Documentation will be required.

- 6) If, after assessing what duties are available, arrangements cannot be made to allow staff to work from home, staff requests for leave will be granted for an appropriate period up to the end of the current school year. **The District is not agreeable.**

B. COVID MITIGATION:

- 1) ~~Child Care Leave: The District will make every effort to allow staff who need to provide childcare to their own children to telework. In the event work from home is not available, these staff will be permitted to use any leave allotment remaining under the original FFCRA partially paid childcare leave, pursuant to the same provisions available under the initial Act. In the event the staff member runs out of this leave prior to obtaining childcare for their child, the staff member will be granted a temporary leave upon request for up to the end of the school year in order to have a reasonable opportunity to obtain childcare.~~
- 2) ~~The District will report to all staff any and all noncompliance of district, country, state, or federal COVID mitigation measures at every site. The District will provide a specific plan for corrective action with a timetable. Schools/principals will be held accountable for noncompliance. The District will provide an Environmental Health and Safety anonymous tip line for staff, students and families. In addition, the District will create an incident reporting system to record non-compliance. Weekly reports of non-compliance (broken down by site) will be made public on the MPS COVID Dashboard.~~
- 3) ~~The District will develop a COVID-19 Safety Plan with protocols and mandates for every site and staffing unit. The COVID-19 Safety Plan must be in writing and clearly communicated to all MPS staff in multiple ways. The District's COVID-19 Safety Plans mandates, and protocols must be plainly written and communicated to all MPS families in languages commonly used in other district communications.~~



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4. 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, or any subsequent guidance issued by Minneapolis Public Schools. The guidance has been shared with staff via the staff intranet and staff has and will continue to be informed as to where to find the appropriate documentation and guidance.
- 4) 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. ~~If these strategies are lacking, the employee will be able to remain in distance learning and not be expected to report to the building until safety protocols are in place and verified by someone from the Environmental Health and Safety department.~~
- 5) ~~In light of the Hennepin County health statistics, the District will exceed the minimum Minnesota Department of Health (MDH) recommended social distance guidelines for return to in-person learning.~~ When possible, all learning spaces for the 2021-22 SY shall be organized accounting for between 3-6 feet social distancing among individuals within the space, especially for younger students and unvaccinated individuals.
- a) For students and in situations where social distancing is not possible due to medical conditions or an individual's disability, staff can request additional PPE.
 - b) MPS will continue to provide Health and Safety Resources for staff Training on the Source.
 - c) Staff should consult their Site's Licensed School Nurse for further PPE questions and continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.



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- 6) The District will provide Individual school supplies for each student in a classroom setting. In addition, Art, PE, Library, Labs and Music will be provided with school supplies for each individual student. Individual art supplies will be agreed upon by MFT and The District. Specialists, including but not limited to Physical Education, library/media services, CTE, and Music will be provided more than adequate additional time within each staff person's schedule to allow engineers or staff to sanitize specialist's areas and curricular tools, i.e. gym equipment, books, textbooks, computers, instruments, music stands, etc. The District will develop sanitizing protocols and procedures for each Specialist Department and Site Space. Class size will be held to MN Department of Health COVID-19 numbers and in accordance with providing a minimum of 3 feet social distance among individuals within the space. **Need more Information from Union.**
 - 7) ~~The District will minimize exposure of educators to students. Specialists will not have exposure to more than 200 students in a day.~~ **MPS is not agreeable.**
 - 8) ~~The district will provide N-95 or KN-95 masks to each staff member working on site.~~ **MPS will continue to provide PPE at each building to ensure the safety of our staff and students.**
 - 9) The District will continue to post and make available, ~~develop and publicly communicate~~ specific protocols to affected staff:
 - a) for cleaning of spaces within a building to include common areas, bathrooms, and outdoor spaces.
 - ~~b) for cleaning of materials within the building that are shared,~~
 - ~~c) for cleaning of materials that are used by individuals,~~
 - ~~d) for cleaning of materials that are to be sent home,~~
 - ~~e) for cleaning of materials that arrive from home,~~
 - ~~f) for cleaning or storing personal items that come from home.~~
 - 10) The District will require vaccinations of all school staff upon FDA approval of the vaccines. Exemptions for health or religious reasons will be available. **MPS will speak to.**



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11) MPS will work to provide access to testing kits to the greatest extent possible based on supply availability throughout the 2021-22 school year. ~~be available for staff biweekly in their building in coordination with the Minnesota Department of Health through the duration of the 2021-22 school year or until public health officials declare the pandemic to be over, whichever comes first.~~

C. INSTRUCTIONAL SUPPORT (In-person and Distance):

1) **Teaching distance learning classes:**

- a) ~~No educator shall teach Online and in-person students simultaneously. Only when a class is quarantined, or the educator teaches at MPS' Online School, will an educator be expected to teach online. Should need arise for an individual classroom or class period to quarantine, instruction may shift to distance learning for that specific classroom or class period.~~
- b) ~~Sites will create Quaranteams for students. Quaranteam members will be educators who serve as coordinators for in-person students who must, for purposes of health-related absences, miss school to have support in maintaining their engagement and progress while absent. Quaranteam members will have time released during the student day to attend to this work and will consult with the health office staff.~~
- c) **MPS is committed to continuing to support students and families when they must isolate or quarantine from school.**
- d) **Barring any unforeseen and unmitigable 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) **Flexible Learning Day**

- a) ~~All students and staff in secondary sites (grades 6-12 plus Adult Basic Education) will have one flexible learning day per week with half of the staff and students utilizing half of this day for students led groups, interventions, and/or clubs and~~



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~~the other half of the day consisting of planning, recordkeeping, and/or collaboration time for licensed and non-licensed staff.~~ **MPS is not agreeable.**

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 classroom reserve teacher will be relieved of their other duties for that day. ~~In addition, they will be limited to two (2) days per week of reserve teaching. Further, TOSA and DPFs will not be asked to reserve in more than one site.~~

4) Special Education Paperwork Support:

- a) To facilitate state-mandated increased special education processes and reporting related to COVID-specific education supports, all Special Education case managers shall receive up to ~~5~~ **1 additional due process day up to the employee's daily FTE** ~~additional due process days~~, beyond the 3 due process days provided by the contract, to be used during the 2021-2022 school year.
- b) These due process days shall be used at the discretion of ~~on~~ the case manager's prerogative, without stipulation from the administration of the site or district, to ensure compliance with state and federal special education law and district timelines.

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

- a) 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 ~~\$50~~ \$30/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~~ \$30/hr for the lost preparation period.
- b) **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 \$30/hr.

MPS is agreeable.



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BE IT FURTHER UNDERSTOOD AND AGREED; THAT this Memorandum of Agreement shall be effective until the end of the 2021-2022 school year. 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: For the Union:

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____