



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



**2020-2021 SCHOOL YEAR
MOA – COVID 19 SAFETY, MITIGATION, AND INSTRUCTIONAL SUPPORT**

WHEREAS, the District has and continues to move toward full implementation of Phase 5 for all of its learners,

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

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 no remote work is available, the individual shall remain on paid administrative leave.
- 2) Paid Sick Leave: The District agrees to provide up to two weeks (up to 80 hours, 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, or health department.
 - e) Staff member is unable to work due to symptoms from the COVID-19 vaccine.
- 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



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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, 2021 unless the parties mutually agree to extend the provisions of this MOA. If such extension occurs, an addendum will be created and published for members.

B. COVID MITIGATION:

- 1) Child Care Leave: The District will make every effort to allow staff who need to provide child care 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 child care 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. As provided in Executive Orders 20-05, 20-29, and 20-102, this will be considered to be an involuntary leave and thus, eligible for unemployment. The District will notify staff of this eligibility.
- 2) The District will report to all staff all noncompliance incidents of the Governors Mandates 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 a 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. Daily reports of non-compliance 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



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communicated to all MPS staff in multiple ways. The District's COVID-19 Safety Plans mandates and protocols easily understood and communicated to all MPS families,

- 4) District employees that are working in non public and contract alternative (non MPS buildings) will be provided with all of the same PPE and mitigation strategies, 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 environmental health and safety department.
- 5) In light of the demographics of MPS, The District will exceed the minimum MN Dept of Health recommended social distancing guidelines for return to in person learning.
- 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 also be provided for each student. Individual art supplies will be agreed upon by MFT and The District. Physical Education, Library, CTE, and Music will be provided more than adequate additional time within each staff person's schedule to allow engineer's 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 Dept of Health COVID-19 numbers.
- 7) The District will minimize exposure of educators to students. Specialists will not be expected to have exposure to more than 200 students in a day, and will be given at least 15 minutes to clean between classes.
- 8) The District will develop specific protocols:
 - 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,



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- 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.

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

1) Teaching distance learning classes:

- a) Any educator required to teach at least one distance learning class will continue to have one asynchronous, flexible learning day for all students, in order to provide them with the additional preparation time required by Executive Order 20-82.
- b) Sites will, to the best of their ability, keep educator schedules and rosters as stable as possible for the remainder of 2020-2021 school year.
- c) Secondary Flexible Learning day will be “office hours” (teachers will be available for check-ins with students and individual or small group student help) instead of a full schedule of shortened classes.

2) Assignment of Additional Distance Learning Students:

- a. Specialists: Specialists who are given assignments to do both in-person instruction and distance learning will be compensated at their direct instruction rate of pay based on the number of online students who are assigned in accordance with Article 7.11 of the CBA (see below).
- b. Distance Learning/Additional students: Teachers who are assigned additional students (i.e., additional planning, grading, assessing/testing, etc.) as a result of the District’s decision to implement in-person learning will be compensated based on the number of additional students in accordance with Article 7.11 of the CBA, as follows:
 - i. “7.11 Online Instructors: Teachers as defined in the Agreement, who create and deliver online course work, and issue credit to students through the MPS Online Learning system or any subsequent online system used by the District, shall be paid in accordance with the terms of this contract. Without regular classroom time to guide the amount of pay,



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such teachers shall be paid at the direct instruction rate (Article 7.19) for a minimum of two (2) hours per week of every week in which students are active in the course. The hours per week shall be calculated according to the table below.”

Number of Students: Direct Instruction Rate Hours

| Number of students | DI Rate Hours |
|--------------------|---------------|
| 1-5 | 2 |
| 6-10 | 3 |
| 11-15 | 4 |
| 16-20 | 5 |

- 3) Reserving - Teachers on Special Assignment (TOSAs) and Department Program Facilitators (DPFs)
 - a) TOSA and DPFs who are asked to provide assistance as a reserve will be relieved of their other duties for that day. In addition, they will be limited to two (2) days per week of reserving. Further, TOSA and DPFs will not be asked to reserve in more than one site.
- 4) **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/hr at hourly flat 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 \$50/hr the hourly rate 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 \$50/hr at the hourly rate.
- 5) Reserves Pay, Benefits – Effective at the beginning of the fourth quarter of the 2020-21 school year the daily rate for Reserves shall be increased as follows:
 - a) Short-call Reserves: \$160/day to \$240/day (\$20/hr to \$30/hr)



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- b) Long-Call Reserves: \$170/day to \$255/day (\$21.25/hr to \$31.88/hr)
- c) Cadre Reserves: \$180/day to \$270/day (\$22.50/hr to \$33.75/hr)
- d) Licensed School Nurses: \$240/day to \$320/day (\$30/hour to \$40/hour)
- e) The parties agree that these rate increases will be incorporated into the 2021-2023 MFT/MPS Teachers Collective Bargaining Agreement upon ratification.

BE IT FURTHER UNDERSTOOD AND AGREED; THAT this Memorandum of Agreement shall be effective until any state of emergency impacting the District has been lifted or the end of the 2020-2021 school year, whichever comes first. 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: _____