**MPS Close/TA/Drop Proposal to MFT**

**March 21th, 2022 12pm**

**PROPOSAL 2: SENIORITY**

DROP

**PROPOSAL 6: COVID MOA**

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

WHEREAS, new variants of Covid continue to be discovered,

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, 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, MFT and MPS are committed to supporting students and families when they must isolate or quarantine from school.

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

A. HEALTH AND SAFETY PROVISIONS

1.) Emergency Paid Sick Leave: MFT and MPS recognize the importance of quarantine as a

mitigation strategy during this ongoing pandemic. Emergency in this case is defined as

“quarantine/isolation-related paid sick leave apart from the annual allotted sick leave per the

CBA.” The District agrees to provide up to two (2) weeks (up to ten 10 days prorated based on

the employee’s daily FTE equivalent) of emergency paid sick leave per incident to teachers who

are unable to report to workbecause they have been directed to quarantine or isolate by the

District’s COVID-19 Response Team, medical provider, or health department.

A. Duration of paid leave will be set by the required quarantine/isolation period, as

directed by the District’s COVID-19 Response Team, medical provider, or health

Department.

B. The district will send out a communication to teachers that explains the process

for submitting their COVID documentation to the District and provides an explanation on how absences should be entered into AESOP Frontline.

C. Employees may be required to test during their leave period to determine quarantine/isolation 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.

2.) 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, second dosage vaccination, and a vaccination booster.

b) Staff must follow their site's time-off notification process to inform their immediate supervisor to advise of time off needed for this purpose to ensure coverage of their classroom/work for the period of their absence.

3.) The District will continue to provide accommodations to staff as required by applicable

ADA laws. Documentation will be required.

4.) Any teacher on quarantine who is asymptomatic will be expected to work from home.

B. COVID MITIGATION:

1.) 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, and any subsequent guidance.

2.) The District's COVID-19 Safety Plans mandates, and protocols must be understandable and communicated to all MPS families in languages commonly used in other district communications.

3.) 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. MPS will communicate expectations around cleaning, sanitizing, and mitigation protocols to be used in non-MPS spaces in which MPS educators work.

4.) When possible, all learning spaces for the 2021-22 SY shall be reorganized accounting for between 3-6 feet social distancing among individuals within the space.

A. Schools have the option to utilize a temporary grade level quarantine classroom formed for online learning needs at the discretion of the Associate Superintendent and Principal based on student quarantine needs.

B. For students and in situations where physical distancing is not possible due to medical conditions or an individual’s disability, staff can request additional PPE.

C. Staff should consult their Site’s Licensed School Nurse for further PPE questions relative to student health and safety and the Site’s COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.

5.) MPS will continue to provide PPE at each building to ensure the safety of our staff and students. Staff should consult their Site’s Licensed School Nurse for further PPE questions relative to student health and safety and the Site’s COVID Coordinator for PPE questions relative to staff health and safety. MPS will continue to follow the MDH recommendations for Infection Prevention and Control Practices for Delivering Student Support Services.

A. All licensed school nurses will have N95 masks fit-tested. All staff will have access to N95 or KN95 masks as supplies permit.

B. MPS will make every effort to provide one type of covering, as specified below:

1) Instrumental Music (Brass and Woodwind) Covering

2) Vocal Music face covering (Teachers and Students)

3) Prek-2 Clear face covering for early literacy instruction (Teacher)

4) ESL Clear face covering for literacy and language instruction (Teacher)

5) ASL Clear face covering (Teachers and Students)

6) Special Education Clear face covering

C. Teachers will be responsible for the care of their own district provided face covering which includes cleaning of the face covering. Replacement(s), if desired, will be the teacher’s responsibility.

D. No teacher or student will be required to use a specialty face covering but will be required to follow the District’s mask guidance.

E. MPS is committed to providing guidance for students and families around personal care of District provided face coverings, which includes usage, cleaning and storage.

6.) MPS will provide access to testing kits to the greatest extent possible based on supply availability throughout the 2021-22 school year.

7.) MPS must provide support requested by Early Childhood Family Education (ECFE) or Early Childhood Special Education (ECSE) Educators when in unsafe and/or emergency situations while serving MPS students and families in their private homes.

A. ECFE/ECSE educators will be fully supported by MPS in requiring anyone in an MPS family home to wear masks while the educator is physically in their home.

B. ECFE/ECSE educators will be fully supported by MPS should an educator shift service to online or phone-based home visits if members of the household are unwilling to be masked during in-person home visits.

C. If an adult or student in a home is unable to wear a mask for medical reasons and continue to want an in-person home visit, additional PPE will be made available for staff entering the Home.

8.) Site staff meetings will offer a hybrid or virtual option if 6 ft. of social distancing is not able to be met.

C. INSTRUCTIONAL SUPPORT AND WORKING CONDITIONS (In-person and Online):

1) Teaching online learning classes:

a) No educator shall be expected to teach online and in-person students simultaneously.

b) Barring any unforeseen and ~~unmitigable~~ immitigable 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.) QUARANTEAMS:

A. Quaranteam members will be paid their direct instruction rate to:

● Engage with assigned students daily throughout their quarantine/isolation period in order to help maintain their academic engagement and academic progress.

● Provide this support to students who are in quarantine or isolation outside of their normal teacher duties at the teacher’s discretion such as during prep time or outside of school time.

B. Educators will not be expected to contact more than ten (10) students on any given day and will be capped at a maximum of 10 hours per week.

C. The District will also provide funding to schools for quaranteams during the second semester and the 2022 summer school session.

D. No educator will be assigned this role by an administrator without mutual consent to the assignment.

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 dutiesduring that time. In addition, a rotation system will be in place for short term reserve teaching to provide a more equally distributed schedule among those who are reserve teaching in our sites.

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

a) Starting January 31st, 2022, when teachers lose preparation time or duty-free lunch periods due to reserve teachers, Special Education Assistants (SEAs) 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 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 for the lost preparation period.

b) Additional Students: Starting January 31st, 2022, 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.

5.) Compensation for Ensuring Students Safe Transportation To and From School:

Licensed staff needing to stay onsite beyond the contract duty day and school social workers who need to transport students from school to home will be compensated as follows:

1. When licensed educators must extend their duty day to ensure safe return to home for students, they shall be compensated at their salary rate for extended time. Extended time must be submitted within the pay period in which the extended time service was performed.

2. "School social workers who transport a student home due to bus driver shortages mayrequest to have an additional school staff person accompanying them if available.”

3. This extended pay provision will remain in effect as long as the need exists at each site and shall not be costed against an individual site’s budget.

7) Commitment to Collaborate:

The Environmental Health and Safety (EMS) Labor Management Committee (LMC) will reconvene within 30 days of ratification of the 2021-23 CBA and and will submit a ~~jointly created~~ draft of a COVID plan for the 2022-23 school year to the MFT Joint Executive Board for feedback no later than August 10, 2022. The EHS LMC will meet monthly or more as needed through the 2022-23 school year with a focus on ongoing public health efforts and actions in Minneapolis Public Schools.

BE IT FURTHER UNDERSTOOD AND AGREED; THAT this Memorandum of Agreement shall be effective until the end of the 2021-2022 school year ~~the beginning of the 2022-2023 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.

**PROPOSAL 11: RELIGIOUS LEAVE**

DROP

**PROPOSAL 13: NURSES MOA**

Whereas, MFT and Minneapolis Public Schools (“District”) share the desire to ensure that students in Minneapolis Public Schools have access to Licensed School Nurses during a health crisis that is the Covid-19 Pandemic.

Whereas, the District is drawing up contracts with Agencies to pay non-MFT and Non-MPS employees approximately $80/hour.

Whereas, MFT and the District recognizes critical understaffing issues in Health services.

Now, Therefore Be It Resolved That, MFT and the District hereby agree to the following for the 2021-2022 and 2022-2023 school years:

1. All Licensed School Nurses (LSN) that worked at least 110 days of the 2021-2022 school year and are working or on a District approved leave the final day of their contract year will receive a $1,000 pandemic longevity bonus.
2. LSN Coaches will receive a one time $1,000 bonus for the 2022 school year.
3. ~~In order to be eligible for the bonuses, Licensed School Nurse and LSN Coaches must have no performance, behavior, or misconduct infractions that have risen to level of discipline by Employee Relations during the applicable incentive period. In order to be eligible for the bonuses, Licensed School Nurse and LSN Coaches must have no Employee Relations issued discipline during the applicable incentive period.~~ In order to be eligible for the bonus, Licensed School Nurses and LSN Coaches ~~must not~~ who have any substantiated incidents of physical maltreatment, harassment or discrimination of staff or students within the applicable incentive period~~. In order to be eligible for the bonus, Licensed Schools Nurses and LSN Coaches who have been subject to Employee Relations-issued discipline~~ must ~~have~~ successfully complete~~d~~ a restorative practice process identified by Employee Relations ~~and MFT to repair harm and restore relationships.~~ The restorative practice must be completed no later than the final day of their 2021-2022 contract year.
4. Licensed School Nurses and LSN Coaches who are working 0.5 to 1.0 FTE will receive the full bonus amount. Licensed School Nurses and LSN Coaches who are working less than 0.5 FTE will receive 50% of the bonus.
5. Starting on January 31, 2022, part time Licensed School Nurses who agree to pick up an extra full day of work approved by the Director of Health Services will be paid at their pro-rated hourly rate of pay for the hours worked in addition to a $50 bonus.
6. Starting on January 31, 2022, any LSN working extra hours will be paid their pro-rated hourly rate of pay for the extra hours worked as agreed upon by the Director of Health Services.
7. Newly hired nurses in the 2021-2022 will be offered a $1,000 sign on bonus in lieu of the longevity bonus.
8. 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 MFT, 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.

**PROPOSAL 15: PART-TIME SICK LEAVE - Tentative Agreement**

**Article 11 - Leaves of Absence**

**11.3 Wellness Pay Leaves:**

**11.3.1 Sick Leave:**

a. Yearly Sick Leave Allowance: Teachers absent from duty because of personal illness or injury shall be allowed sick leave allowance at the rate of one (1) day per month in accordance with the following guidelines:

…

7. Less than Full-Time/Full-Year: ~~Teachers who are assigned less than a 0.5 FTE are not eligible for sick leave. Teachers who are assigned less than 1.0 0.5 or more receive a prorated amount of sick leave based on their assignment.~~ Teachers who work less than a 1.0 FTE will have their sick leave pro-rated in accordance with their FTE assignment. Teachers working less than a full school year may have their sick leave allowance prorated to the portion of the year they work unless otherwise indicated.

**PROPOSAL 16: ESP COLLABORATION**

DROP

**PROPOSAL 17: COVID MOA**

DROP

**PROPOSAL 18: RESERVE TEACHER SICK TIME**

DROP

**PROPOSAL 21: MAGNET MOA - TENTATIVE AGREEMENT**

WHEREAS, MFT and MPS are committed to supporting the successful implementation of magnet school programming

WHEREAS, professional development and structured collaborative time related to project based learning supports and furthers innovative curriculum design, magnet theme integration, and standards alignment and allows for collaboration beyond standard grade-level or subject teams.

WHEREAS, meetings can support additional PD opportunities that are related to planning, curriculum design and development, magnet theme specific goals and collaboration.

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

Magnet Designation

1. Magnet Schools include: Bethune, Fair, Hall, Franklin, Sullivan, Emerson, Green, Las Estrias (formerly Sheridan), Andersen, Ella Baker, (formerly Jefferson), Seward, Anishinabe (American Indian magnet), Roosevelt - Dual language program (pending board approval), ~~Heritage (pending board approval).~~

Professional Development:

During school year 2022-2023 and school year 2023-2024, teachers with any assignment at one of the following District Magnet School will participate in up to five (5) additional duty days or equivalent time for professional development/collaboration beyond what is agreed to in the master CBA between MPS and MFT .

* 1. The District’s Academic team in partnership with each school’s Principal and Instructional Leadership Team will determine the specific schedule and topics to be addressed during the professional development/collaboration days or extended time. The School Principal, the Associate Superintendent, and instructional leadership team will also seek input from the teaching staff on the schedule and topics. ~~The school’s Associate Superintendent will be informed have final approval of the plan.~~
  2. Teachers at Magnet Schools who work additional days beyond the regular duty year (196 days) agreed to in the Collective Bargaining Agreement will be paid their regular daily rate for the additional days and need to sign a form stating that they understand that the extended time is not guaranteed in future years. If additional days will be added to the following school year, staff will be notified prior to March 15th or the start of the Interview and Select process, whichever occurs earlier.

1. ~~During school year 2022-2023 and school year 2023-2024, teachers with any assignment at one of the following District Magnet School will agree to attend two additional meetings per month during the duty day that further the school's thematic work and are not the general staff meetings. These additional meetings will be compensated by an annual stipend of $2,000.00.~~

**PROPOSAL 22: QUARANTEAMS**

DROP

**PROPOSAL 24: MOA –Bilingual/Multilingual Staff Recruitment Incentive**

DROP - Included in Pay Parity