



**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** [MFT Response to MPS 9.8.21 Counterproposal](#)
Sent via email on 9.16.21

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, Gamma, 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, children under the age of 12 lack access to vaccinations at the start of the 2021-2022 school year,

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,~~

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



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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 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/isolate 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/isolation period, as directed by the District’s COVID-19 Response Team, medical provider, or health department. A “COVID - isolate”, “quarantine-family,” and “quarantine-self” option will be added to the AESOP/Frontline reserve system for more effective documentation of COVID quarantine/isolation related absences.

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:



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- 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 ~~work with~~ follow their site's time-off notification process to inform 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.
3. The District will continue to provide accommodations to staff as required by applicable ADA laws. Documentation will be required.
4. If arrangements cannot be made to allow staff to work from home, staff requests for unpaid leave ~~will be granted for an appropriate~~ for a period of time up to the end of the current school year will be granted.

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, a~~ All learning spaces for the 2021-22 SY shall be reorganized accounting for between 3-6 feet social distancing among individuals within the space, especially for younger students and unvaccinated individuals. To support physical distancing of at least 3 feet in our learning spaces, no class size shall exceed 21 students at the elementary level and 25 at the secondary level.



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- a) 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.
- 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 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.
- d) MPS will make every effort to provide one type of covering, as specified below:
 - a) Instrumental Music (Brass and Woodwind) Covering
 - b) Vocal Music face covering (Teachers and Students)
 - c) Prek-2 Clear face covering for early literacy instruction (Teacher)
 - d) ESL Clear face covering for literacy and language instruction (Teacher)
 - e) ASL Clear face covering (Teachers and Students)
 - f) Special Education Clear face covering

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.

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

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

- 56) The District will provide individual school supplies for each student in a classroom setting increase each site department's budget by wherein individualized student materials are necessary for meaningful learning and engagement by 50%, (specific departments include but are not limited to Art, Physical Education, Library/Media, Lab-based courses, CTE, Instrumental Music). 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, 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



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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.

67) In the interest of minimizing COVID spread, ~~The District will minimize exposure of elementary educators to students.~~ elementary school specialists will not have exposure to more than 200 students in a day.

78) MPS will continue to provide PPE at each building to ensure the safety of our staff and students. All licensed school nurses and health office staff will have N95 or KN95 masks fit-tested; other school staff may opt to have their N95 or KN95 masks fit-tested.

810) The District will negotiate with the union regarding the logistics needed for meeting the board policy of all staff being vaccinated or subject to weekly testing if choosing not to vaccinate. require vaccinations of all school staff and all students over the age of 12. Proof of vaccination – in process or completed – must be provided no later than November 1, 2021. Exemptions for health medical or religious reasons will be accepted. available.

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

10.) Early Childhood Family Education or Early Childhood Special Education Educators will be allowed to choose one of the following three (3) options for conducting home visits to provide service:

- a. In-person
- b. Virtual/Online
- c. By phone

11. 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



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unwilling to be masked during in-person home visits.

12. Site staff meetings that require attendance of all licensed educators and/or all site staff must be conducted online to minimize potential spread of the COVID virus.

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

1) Teaching distance learning classes:

a) No educator shall teach Online and in-person students simultaneously.

I. No teacher will be required to post lessons or learning materials online in addition to those posted for the benefit of in-person students. Teachers will not be required to provide online instruction or tutoring while teaching in-person.

II. Only when an entire class or classroom 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.

III. Teachers shall be provided two instructional days to plan before online instruction with a quarantined class of students begins.

b) Sites will create Quaranteams for students, if able, to go into effect beginning November 1, 2021. 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 due to quarantine. 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 commits to ongoing discussion with MFT of exploring how to best support continued learning for students who must, for purposes of health-related absences, miss school, so that students have support in maintaining their engagement and progress while absent due to COVID or COVID-related issues.~~

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



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year.

2) Distance Learning Implementation of Flexible Learning Day

a) If mitigation of COVID-19 spread requires a return to distance learning during the 2021-2022 school year, all students and staff will have one flexible learning day per week with half of the staff and students utilizing 120 minutes of this day for student led groups, interventions, and/or clubs and the remainder of the day consisting of planning, recordkeeping, and/or collaboration time for licensed and non-licensed staff.

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 Due Process Paperwork Support:**

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 four (4) ~~5~~ additional due process days up to the employee's daily FTE beyond the three (3) due process days provided by the contract, to be used during the first academic semester of the 2021-2022 school year .

a) Two days in addition to the three (3) due process by the contract shall be used each quarter for the first semester of the 2021-2022 school year.

b) These due process days shall be used at the discretion of the case manager, 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 (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 \$50-30/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



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absent shall also be reimbursed at ~~\$50~~30/hr.

6) 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:

- a) 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.
- b) School social workers who transport a student home must have an additional school staff person accompanying them for the safety of both the student and the licensed educator.
- c) 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.

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: _____