



**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 Response to MFT 9.17.21 Counterproposal](#)
*Sent via email on 9.23.21***

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, 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:





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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:

b) Staff member has been directed to quarantine/isolate by the District’s COVID-19 Response Team, medical provider, or health department.

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.

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.



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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, 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 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



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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.

78) MPS will provide all licensed school nurses with either N95 or KN95 masks that are fit-tested.

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

11. MPS will continue to provide COVID safety and mitigation guidance for staff who provide homebound services and supports to students including Early Childhood Family Education (ECFE) and Early Childhood Special Education (ECSE) Educators.

12. Site staff meetings that require attendance of all licensed educators and/or all site staff meetings will be conducted online when six (6) feet of physical distancing is not possible, to minimize potential spread of the COVID virus.

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

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.

4) Special Education Due Process 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 two (2) 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 .



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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 \$30/her for such lost time. Teachers assigned during their preparation period to take the place of reserve teachers who are absent shall be reimbursed at \$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.

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: _____