

MEMORANDUM OF AGREEMENT

WHEREAS, Minneapolis Public Schools (MPS) and the Minneapolis Federation of Teachers (MFT59) recognize that immigrant teachers and their families are a valued and important part of the community; and

WHEREAS, MPS and MFT59 reaffirm their commitment to equal opportunity and shall not discriminate as provided by law.

NOW, THEREFORE, MPS AND MFT59 AGREE THAT

1. In the event that MPS is no longer permitted to employ a teacher due to immigration restrictions, MPS will place the teacher on recall for purposes of the teacher's return to work for a period of up to two (2) years. Specifically, MPS will reinstate the teacher to the teacher's former position, if vacant and so long as the teacher is qualified and licensed for the position, without loss of prior seniority within two (2) years of the date of separation. If the former position is not vacant, MPS will reinstate the teacher within the two (2) year time period to a substantially similar vacant bargaining unit position for which the teacher is licensed and qualified.
2. In order to be eligible for reinstatement, the teacher must notify the Human Resources Department of his/her eligibility for employment and provide proper work authorization documentation. The teacher must also provide the Human Resources Department with his/her phone number and mailing address. The teacher is responsible for keeping current his/her contact and work authorization information. The District will notify the teacher of a vacant position by first calling the teacher who will have until the end of the next business day to accept or decline the recall. If the teacher is not reached by phone, a certified letter addressed to the teacher's last known address will be sent offering the recall. Within seven (7) calendar days of the date of postmark of such notice, the teacher shall notify the Human Resources Department of his/her acceptance of the position. If the teacher does not accept the position, he/she will no longer be eligible for reinstatement.
3. Any dispute regarding the meaning, interpretation, or application of this Memorandum of Agreement shall be subject to the grievance and arbitration procedure provided in the parties' collective bargaining agreement. However, MPS's compliance with the terms of this MOA shall not be the basis for a claim that MPS has violated the parties' collective bargaining agreement.

4. This MOA shall be in effect for the duration of the 2017-19 collective bargaining agreement.

For MPS:

By: _____

Its: _____

Date: _____

For MFT59:

By: _____

Its: _____

Date: _____