

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Saint Paul Public Schools**

**AND**

**Saint Paul Federation of Educators Licensed Staff/Teachers, Educational Assistants, and School and Community Service Professionals**

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-2021 school year; and

WHEREAS the District and the Union agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

WHEREAS the district will be providing distance learning to students to maintain educational continuity;

NOW THEREFORE, be it resolved; that for the time period in which the district is operating distance learning plans only, the following language supplements the language in the collective bargaining agreements for licensed staff/teachers, educational assistants, and school and community service professionals:

- A. Health insurance benefits under Article 10 of the Teacher Master Agreement, Article 12 of the Educational Assistant Master Agreement, and Article 10 of the School and Community Service Professional Master Agreement will continue in full force and effect throughout the duration of pandemic leave. The employee will continue to contribute towards their share of the premium contribution.
- B. No employee shall be required to make-up time lost due to a pandemic or catastrophic disaster, except that the District reserves the right to reschedule such hours as are necessary to meet the minimum number of instructional hours as required by the State of Minnesota.
- C. The Union shall be consulted before the scheduling of any make-up time where scheduling would differ from the adopted school calendar or agreed upon number of contract days.
- D. Employees can still request leave for reasons not related to the pandemic under Article 11, 12 and 13 of the Teacher Master Agreement, Article 9, 10, and 11 of the Educational Assistant

Master Agreement, and Article 10 and Article 11 of the School and Community Service Professional Master Agreement.

- E. When a teacher requests a sick leave or personal leave day they will leave a Schoology and/or Seesaw note so families know they are not available. Elementary schools will provide contact information for other staff who may be available to answer questions for that day.
- F. The district will continue to work with Teachers on Call for substitute needs for assignments of 3 days or more.
- G. If a long-term substitute is not available and secondary teachers are asked to take on an additional class, or elementary teachers are asked to take additional students beyond class size limits, they will be paid according to Article 9, Section 4 Additional Daily Teaching Assignment of the Teacher contract for each additional class or any additional students.
- H. Employees will continue to receive directives about work to be completed from their immediate supervisor (the supervisor that staff typically report to on a daily basis), to avoid confusion and unrealistic work expectations.
- I. Educators will be trusted and respected to complete the work necessary for distance learning. Requests asking for staff to submit lists of work completed each day, daily sign-ins, time punches for the start and end of each day, or other similar requests to report back on the specifics of daily activities will not be required. Staff who are calling families for specific purposes may be asked to log calls and information necessary to monitor contacts made.
- J. **Distance Learning 2.0 will be primarily asynchronous. However, there will be synchronous elements that will be required. Educators will be required to communicate and post office hour times, multiple days per week on Seesaw, Schoology, or any other learning management system being used by a school or program. The synchronous requirements are as follows:**
  - a. **Each teacher will schedule regular academic opportunities for elementary students to participate in small or whole group instruction.**
  - b. **Each teacher will schedule regular academic opportunities for secondary students to participate in small or whole group instruction for each class.**
  - c. **Elementary students will have access to 1 social emotional connect per day (possible examples: class meeting, circle, or other live activity)**
  - d. **Secondary students will have access to 1 social emotional connect per day, which could take place in Foundations or Advisory class, for example.**
  - e. **Each teacher will hold regular office hours each week.**

- f. **Each teacher will respond to individual requests for connection.**
  - g. **Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.**
  - h. **There will be a separate set of requirements for Special Education teachers.**
- K. **The District shall not record live instruction by educators without prior notice.**
- L. Teachers will determine the most essential objectives, based on state standards, to be addressed and the most direct means for students to demonstrate mastery of skills and objectives.
- M. **The District shall make every effort to fully utilize the teaching force to avoid education grade level combination classes in elementary schools.**
- N. No employee shall be required to or encouraged to use personal phones or personal digital accounts (email, conference platforms, etc) to be in contact with families. The district shall provide guidance on how to use Google Meet or other appropriate platforms to communicate while preserving privacy for employees and families.
- O. Teachers will be expected to follow the grading procedures outlined in the Grading Update for Distance Learning 2.0 on September 3, 2020.
- P. Special Education teachers will continue to follow the paperwork days as outlined by the collective bargaining agreement and be provided with example addendums specific to disability and level of service. The parties will continue to discuss support for educators who need to complete additional paperwork or evaluations when school resumes.
- Q. Administrators will continue to follow the Licensed Staff/Teacher contract language of conducting only four staff meetings per month. Additional meetings may be requested, but shall not be required.
- R. All improvement plans will be suspended for the remainder of the 2019-2020 academic year. **No new improvement plans will be initiated, and existing improvement plans will be suspended through June 30, 2021, for those educators solely involved in distance learning. Employees working directly in-person with students may be subject to being placed on an improvement plan.**
- S. **Educators will transition to a TD&E Training Year for the 2020-21 school year. The Training Year will pause tenured Summative Evaluation and Peer Collaboration for tenured teachers**

while educators transition to the new system for documenting Individualized Growth and Development plans, along with Student Achievement and Student Engagement reflections. Probationary teachers shall follow the plan set forth by TD&E on September 4, 2020.

- T. **The District will make all possible efforts to continue the employment of EAs and SCSPs during distance learning. Educational Assistants and School and Community Service Professionals may be assigned different duties that support students and families.**
- U. **Educators may request access to school buildings to carry out their duties during distance learning according to district procedures.**
- V. **In distance learning, staff will not be required to return to their school building.**
- W. **The District and SPFE recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. SPFE bargaining unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.**
- X. **The District will provide daycare at *Essential Kid Care* sites for parents who are educators providing in-person instruction or caring for children of critical workers. For educators engaged in Distance Learning, the district would consider providing Essential Childcare for educators who are providing instruction via Distance Learning if it is projected to have capacity within current staffing allocations. The district would not be expected to add capacity to accommodate educators who are providing instruction via distance learning.**
- Y. **The parties agree to negotiate over working conditions for staff assigned to academic learning support centers.**
- Z. **The parties agree to negotiate additional workplace safety standards for school buildings and public health markers to be met prior to returning to any in-person instruction.**
  - a. **In the event that there is agreement on a safe transition to a different mode of instruction, the union and district will jointly determine transition protocols for SPFE members.**

The parties further agree:

This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceedings as evidence of past practice.

This agreement shall be in place from the date of declared emergency on March 13, 2020 and shall remain in place for the duration of the 2020-2021 school year, or as long as the district continues to be

in Distance Learning due to COVID-19. **The parties may agree to continue this agreement for the 2021-2022 school year if the district continues to be in Distance Learning due to COVID-19.**

**Note: Distance Learning means educators are providing virtual instruction full-time. Different terms will be negotiated for educators who move into hybrid or full-time in-person instruction during the school year.**

The parties further agree that, due to the changing and uncertain nature of the conditions for holding school, this Memorandum may be modified by mutual agreement.

For the District:

For the Union

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_