

MEMORANDUM OF AGREEMENT (1)

This Memorandum of Agreement (the “Agreement”) is made effective as of April 9, 2020 by and between Independent School District No. 625 (the “District”), and Saint Paul Federation of Educators Teacher, Educational Assistant, and School and Community Service Professionals Bargaining Units (hereinafter Union).

WHEREAS, There is an extraordinary event of national emergency; and

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the duration of the 2019-20 school year; and

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

WHEREAS, on or about March 13, 2020 Governor Walz declared a state of emergency for the state of Minnesota due to the COVID – 19 pandemic; and

WHEREAS, there is an urgent need to address the concerns of employees who may be negatively impacted by the pandemic event; and

WHEREAS, there is an increased need to ensure the health of all employees and provide services to students and members of the Saint Paul School District Community; and

WHEREAS, the Governor ordered school districts to provide meals to students and families within the school district to ensure nutritional efficacy was maintained for at risk students and families; and

WHEREAS, the Governor also required school districts to provide childcare to families who are deemed to be Tier I; and

WHEREAS, in doing so has expanded how employees can safely provide the services of the Saint Paul Public Schools, but not limited to expanded use of telework for employees; and

WHEREAS, employees who are healthy are encouraged to pursue any available telework or flexible work options with their designated supervisors; and

WHEREAS; current telework or flexible work hours arrangements are not intended to be impacted by the use of leave as outlined herein.

Now therefore be it resolved:

For Student and Staff Safety

Public health guidance and governmental mandates:

As a means to protect the health and safety of students, staff, and the community, the parties recognize that guidance from the state of Minnesota is essential. For the duration of the pandemic, the district will follow all Executive Orders related to distance learning or school operations and essential childcare operations. The Union and the District agree to negotiate workplace safety standards and procedures set forth by Center for Disease Control, MN Department of Health & Human Services and MN Department of Education prior to any return to in-person work for SPFE bargaining unit members.

Essential Kids Care and Discovery Club Staffing: Saint Paul Public schools will do its best to keep a ratio of students to staff at Essential Kids Care sites for employees as established in the most recent Governor's Emergency Executive Orders and/or guidance from the MN Department of Health & Human Services.

Essential Kid Care workers will provide childcare. The District will provide alternate academic support to students who are enrolled in Essential Kid Care. To adequately meet academic support needs for students, staff assigned to provide academic support may work split shifts during hours of operation. No employee shall be assigned more than two separate shifts in one day or any split shifts with less than three hours in between shifts.

Discovery Club staff will not be required to work shifts split between Essential Kid Care and Discovery Club that would increase their risk and range of contact with students.

In-Person Safety Provisions for Essential Kid Care and Discovery Club: Regular screening for symptoms of COVID-19 and ongoing self-monitoring throughout the day is an effective prevention strategy to quickly identify signs of illness and help reduce exposure. Staff, students, families and visitors must conduct their own symptom screening prior to coming to work/school, again when arriving at any SPPS facility, and throughout the day. Similar to testing for COVID-19, screening is a snapshot in time of particular risks at that moment.

Staff with symptoms of COVID-19 should be sent home and told to make a report using the online reporting system. Students with symptoms of COVID-19 will be evaluated in the health office and follow the isolation protocol accordingly. Staff or students known to have had close contact with someone who tested positive for COVID-19 shall be sent home and quarantined according to MDH guidelines.

As county case rates fluctuate, SPPS will continue to follow and implement new guidelines as recommended by the Minnesota Department of Health.

Testing: Saint Paul Public Schools will provide for COVID-19 testing pursuant to executive order 20-82 (12) to any SPFE bargaining unit employees that complete any work within the buildings of Saint Paul schools.

Resources for local testing sites will be shared with employees that are recommended for testing.

Masks, face shields and other personal protective equipment (PPE):

1. The District shall require the use of facial coverings (“masks”) in accordance with guidance from the Minnesota Departments of Health and Education and Executive Order 20-81. The district will maintain a supply of disposal face coverings for individuals who do not have one on a given day. All students and staff will be provided with masks and all necessary PPE. Staff may choose to wear more PPE than recommended by Minnesota Departments of Health and Education.
2. Individuals who cannot wear a mask because of a documented health issue shall wear a face shield and provide a medical statement from their healthcare provider indicating an alternate method for providing reasonable protection.
3. Staff including licensed school nurses, health assistants, or any staff working in health offices who may be in close contact with staff or students presenting possible COVID-19 symptoms shall be provided with appropriate PPE as defined by the Minnesota Department of Health including instructions for use and cleaning.
4. The district will follow MDH guidelines regarding what type of PPE is required. The district shall provide an adequate supply of the advised PPE for all staff assigned to the identified settings. In cases where workers believe additional PPE is needed for safety, the district and the union shall work expediently and collaboratively to respond. If there is not an agreement by district and union, the district will follow MDH guidelines regarding what type of PPE is required.
5. Guidelines for use, reuse and correct donning and doffing of PPE will be provided prior to in-person support.

Handwashing and sanitization:

The District shall comply with the following hand washing logistical requirements:

1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels;
2. Every classroom shall be provided unscented hand sanitizer;
3. Non-classroom workspaces shall be provided unscented hand sanitizer;
4. Unscented hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;

5. The District shall have sufficient hand washing / sanitization supplies on hand to support daily needs, and custodial staff shall monitor common area resources at prudent intervals throughout the day.

Students, employees, and visitors shall be advised to wash their hands or use hand sanitizer upon entering district sites and during transition times.

Social distancing and work, childcare, and learning space:

Building space will be prioritized for student use, including appropriate space for mental health staff when in-person instruction resumes (i.e. intervention specialists, counselors, social workers, nurses, and school psychologists).

1. Each space or room occupied by students will have signage indicating 50% occupancy of the space, as guided by Minnesota Department of Education and the State Fire Marshall. The number of people in a space shall never exceed that number.
2. Signage will be posted as necessary to direct traffic in buildings.
3. All staff workspaces will allow for 6 feet of distance with any other person in the space.
4. Space for duty free lunch while maintaining 6 feet of distance from others will be provided for staff.
5. The district will ensure that there is appropriate furniture and space to set up all daycare and academic learning support centers to ensure social distancing of 6 feet.

Daily cleaning and disinfecting for spaces being used for work, childcare, or instruction:

1. The District shall ensure that occupied classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using an appropriate disinfectant as determined by the Center for Disease Control and the Environmental Protection Agency.
2. District employees will be provided with all necessary equipment and supplies to perform these responsibilities.

Heating, ventilation, and air conditioning (HVAC) systems:

The District shall ensure all HVAC systems follow ASHRAE COVID-19 recommendations, optimizing the supply of fresh air to occupied spaces. Air filters shall be MERV-11 or higher and changed at the recommended intervals. The District will deploy true HEPA air purifiers based on individual room usage and needs. For general instructional spaces, the District shall focus HEPA air purifiers on spaces that the most recent Indoor Air Quality sampling (2018) measured CO2 concentrations of more than 1100 PPM.

*The parties agree to negotiate additional workplace safety standards for school buildings and public health markers to ensure that MDE, MDH, CDC and OSHA guidelines are met. The parties agree to review workplace safety standards on an ongoing basis as the situation with COVID-19 evolves.

Use of Leave Provisions and Advancement of Sick Leave

1. Individuals may be excused from participating in childcare if they meet a qualifying reason for leave under the FFCRA.
2. Employees who are excused for qualifying reasons may be assigned work that they can safely perform from their home.
3. Employees can continue to request and use Personal Leave or Vacation time per their collective bargaining agreement provisions.
4. Employees may use those benefits as provided for in the collective bargaining agreement for individuals quarantined pursuant to guidance from a medical professional, state or local health official, and or as provided by the Families First Coronavirus Response Act. Employees may choose to use Quarantine leave, Earned Sick leave, Family First Coronavirus Response Act leave, or other leaves outlined in their collective bargaining agreement in any consecutive order they need to meet the needs of their family. The FFCRA leave is set to expire on December 31st 2020. If Congress extends the FFCRA beyond December 31st 2020, the ability of employees to use FFCRA leave shall follow the extension regulations.
5. Saint Paul Public Schools will provide employees who are unable to work a portion of or all their regularly scheduled hours due to the COVID – 19 pandemic the ability to advance up to a maximum of 80 hours in a negative sick leave balance. This advancement of 80 hours will be pro-rated for part-time employees based on the budgeted FTE within the PeopleSoft payroll system. 1.
6. The ability to go to a negative sick leave balance of hours can be used for COVID – 19 health related issues including the closure of schools or lack of day care.
7. In no case shall the use of sick leave hours result in the payment of overtime. Overtime hours that are the result of hours actually worked, as specified within those collective bargaining agreements, indicating overtime payment in this manner shall continue.
8. Sick leave advanced as described above shall be repaid to the District per the following:
 - a. Advanced sick leave hours must be repaid from future sick leave accruals. Employees shall reimburse the District at the rate of 50% of sick leave earned.* If an employee leaves District employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are insufficient funds, the employee will be required to repay the District for those hours.
 - b. Any advanced sick leave hours must be repaid to the District before any future sick leave advancement requests will be considered.

- c. Employees may not donate advanced sick leave hours to another employee.
- d. Advanced sick leave is to be repaid with future sick leave accrual.
- e. Compensatory time earned at the rate identified in the collective bargaining agreement can be applied to pay back any advanced sick leave hours.

*Employee earns 4 hours of sick leave and 2 hours are used to pay back the advanced sick leave.

9. There is no intention to require active military employees to exhaust military leave balances in any circumstances identified above.
10. The accrual of sick leave hours shall continue when using advancement of sick leave as defined with the collective bargaining agreement.
11. There shall be no rollover from year to year of any advancement of sick leave.
12. There shall be no cash out value of any kind for the advancement of sick leave hours as described herein.
13. Any staffing movements made during the 2020-2021 school year will be considered temporary and all staff will return to their initial 2020-2021 assignment when students return to regular in-person instruction, except under circumstances of normal staffing adjustments based on enrollment and budget. Staffing movements include, but are not limited to, movement due to an ADA accommodation, a non-ADA accommodation, or change in assignment made to meet district needs. Essential Kids Care assignments and accommodations will be taken into account.
14. Executive Order 20-82 requires districts provide accommodations to the extent possible for staff who are at increased risk of severe illness from COVID-19 or who have family members who are at increased risk. The District will accept requests for accommodations from employees who are at a high risk of severe illness from COVID-19 or who have family members who are at increased risk, even if they do not qualify as “disabled” under the ADA. Requests will be considered and denied only if a reasonable accommodation cannot be found.
15. Employees may choose to take a non-compensatory leave at any time during the 2020-2021 school year.
16. Employees who take a non-compensatory leave will be placed back to their original work locations for the subsequent school year, provided the employee has filed an intent to return by March 1, 2021, except under circumstances of normal staffing adjustments based on enrollment and budget. Employees shall retain their district, union and classification seniority dates. Employees do not earn step increases or seniority for the school year in which they are on leave or voluntary layoff.
17. Employees may use sick leave (for qualifying reasons), personal leave, compensatory time or vacation prior to taking a non-compensatory leave. Employees may take a non-compensatory leave prior to use or exhaustion of paid leave.

Premium Pay

1. The District will provide a \$3.00/hour premium pay to those employees who work at Essential Kid Care sites and Discovery Club sites Premium pay for Discovery Club shall end when the District moves into Stage 2 hybrid. Premium pay for EKC shall end when the District moves into Stage 3 hybrid. Should the district return to distance learning from stage 2 or higher, the district agrees to resume the premium pay for eligible employees identified in this agreement during the 2020-2021 school year only.
2. Should there be circumstances whereby insufficient staff are available to meet staffing for childcare, the district and union shall meet to determine alternative means to attain staffing requirements.
3. Employees who are regularly scheduled for bus duty for the 2020-21 school year shall continue to receive bus day premium pay for their regular bus duty hours if the district moves from any type of in-person instruction back into a distance learning period.

Voluntary Layoff

1. Employees may choose to go on voluntary layoff. The District will continue to pay the employer contribution toward health insurance. The employee will continue to pay the employee contribution.
2. Employees who choose to go on voluntary layoff shall be placed on a reinstatement register. Employees shall retain their district, union and classification seniority dates.
3. Employees who choose to go on voluntary layoff shall be placed back to their original work locations upon students returning to normal classroom attendance except under circumstances of normal staffing adjustments based on enrollment and budget.
4. The District will not contest unemployment benefits for employees who choose voluntary layoff.
5. Employees may use sick leave (for qualifying reasons), personal leave, compensatory time or vacation prior to going on voluntary layoff. Employees may go on voluntary layoff prior to use or exhaustion of paid leave.

Conclusion

1. Nothing in this memorandum of agreement herein modifies the employer's or employees' rights in the respective articles for sick leave, vacation, compensatory leave, personal leave or any other article not expressly modified within this memorandum of agreement.
2. The District agrees to continue to follow the collective bargaining agreement language for members of each respective bargaining unit.

3. Either party may request a meet and confer relative to the items listed herein.
4. No modifications of any provisions of this Agreement shall be valid unless in writing signed by the parties.
5. Nothing herein shall be deemed precedent setting for either party.
6. 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 until all students and staff are back to full in-person instruction and regular staffing assignments, unless the parties agree otherwise in a future agreement.
7. The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

St. Paul Public Schools

Union Representative

Date

Date