Draft: December 2, 2020

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

Independent School District No. 115

Cass Lake, MN 56633

**AND**

Cass Lake Education Association

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-21 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 distance learning, in-person or hybrid instruction that combines distance learning and in-person instruction require new considerations with respect to public health and staff and student safety;

WHEREAS Executive Order #20-82 requires the parties to bargain over the aspects of reopening that relate to terms and conditions of employment;

NOW THEREFORE, be it resolved; that for the 2020-21 school year, the following language supplements the language in the collective bargaining agreement between the parties.

1. **Union District incident command team or advisory council**

To address immediate and ongoing health and safety, instructional, operational, and community need and concerns, the District and Union will convene a group of representatives from sites across the district and a variety of job classifications to jointly determine district needs, responses, and recommendations for safe and equitable instruction and employment related to the COVID-19 pandemic. The Union and District shall each ensure that union-district incident command response team participants are empowered to make recommendations on behalf of their respective stakeholders.

Pursuant to the Minnesota Safe Learning Plan, the incident command team is responsible for reviewing models of instruction in the context of the local epidemiology of COVID-19 and assessing preparedness to implement all required health practices under the model. This team will also be responsible for making the determination about the appropriate learning model.

Incident command team efforts are based on the following shared interests:

* Meeting the diverse educational, social emotional needs of all students.
* Protecting the safety of all students and staff.
* Acknowledging the expertise of district staff on how to innovate to meet student needs through individual and collaborative creativity and ingenuity.
* Providing as much flexibility as possible to allow for adjustments in the delivery of education to students based on mandates or recommendations from governmental and public health entities.
* Providing as much consistency as possible in the instructional schedules regardless of the degree to which education and learning occur remotely, in-person or in a hybrid setting.
* Allowing for candid and constructive conversations among district staff so that “course corrections” can occur quickly and with the least amount of disruption to teaching and learning.

The team shall meet at least weekly during the duty day. Time at meetings that cannot take place during the regularly-scheduled duty day due to extenuating circumstances will be paid at the educators’ hourly rate of pay.

1. **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 critical. For the duration of the pandemic, the district will follow all Executive Orders related to distance learning or school operations. The union-district incident command team will discuss guidance from the Center for Disease Control (CDC), Minnesota Department of Health (MDH), Minnesota Department of Education (MDE), Minnesota Department of Labor and Industry (DOLI) and other relevant agencies to determine plans based on federal and state guidance.

1. **Health and safety provisions**
2. **Masks, face shields and other personal protective equipment (PPE)**
3. 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 disposable face coverings for individuals who do not have one on a given day.
4. Individuals who qualify for an exemption from the mask mandate will be asked to wear a face shield. Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
5. **Hand washing 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 sanitary drying equipment;
2. Every classroom shall be provided hand sanitizer;
3. Non-classroom workspaces and learning spaces shall be provided hand sanitizer;
4. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

1. **Daily cleaning and disinfecting**
2. The District shall ensure that all 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 the safest and most effective disinfectant available. The district shall source cleaning supplies based on guidelines from the Center for Disease Control.
3. District employees will be provided with all necessary equipment and supplies to perform these responsibilities.
4. **Heating, ventilation, and air conditioning (HVAC) systems**
5. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals.
6. Spaces without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
7. **Physical distancing requirements**
8. Classroom space: The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

Where this is not practical based on available space, classrooms will be set up to maximize space between students but at no time will staff or students be required to work in a space where there is 6 feet apart or less feet between them.

1. Student lunch: If the District and Union mutually agree that students stay in classrooms for lunch, the District shall compensate supervising educators for the assignment at their hourly rate of pay. Educators are still entitled to duty-free lunch per Article XII Section 1 of the Master Agreement.
2. Staff meetings: The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.
3. **Health screening protocols**
4. Staff concerned about reporting to work will contact Katie Noremberg at the district office.
5. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school buildings or buses. Visitors with any symptom consistent with COVID-19 shall be denied entry.
6. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.
7. Upon notification that an employee or student has been infected with COVID-19, the District-Union pandemic response team will initiate contact tracing in partnership with the Minnesota Department of Health. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Union of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

The District shall ask an infected staff member’s permission to share their identity with other staff so they may independently assess their level of exposure. An individual who gives permission to the district to share their identity under this paragraph must do so in writing. The district agrees that no person will be subject to retaliation for a failure to give permission to share their identity.

Upon notification that a staff member has come into contact with a person who has been infected with COVID-19, the district shall permit that person to work remotely until the sooner of a) the voluntary disclosure of a negative COVID-19 test; and b) the end of a two-week quarantine period. If no remote work is available, the individual shall remain on paid administrative leave instead.

1. Educators may perform temperature checks via District-provided no-touch thermometers at their discretion.
2. **Self-administration of COVID-19 testing**
3. The District shall ensure that the COVID-19 testing protocols laid out by the state of Minnesota in the Safe Learning Plan are followed.
4. Educators shall not be required to administer COVID-19 tests to students or other staff. Licensed school nurses for whom testing is part of their scope of practice may perform tests, as recommended by MDH.

1. **Employee leaves**
2. Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely.
3. The following protocol for leave will be provided to employees unable to work who are diagnosed with COVID-19, identified for self-quarantine, or are providing care to a family member who is quarantining or who has been diagnosed with COVID-19.
4. Teachers who are isolating/quarantining (or otherwise required to stay home) for either suspected or confirmed Covid-19 will not be required to take/utilize any Covid-19 related and/or Master Agreement afforded leave when able to work/teach remotely.
5. If a teacher is incapacitated or otherwise unable to work because of Covid-19, that teacher will utilize the following leave provisions in this order:I
	1. 10 Covid-19 Days, provided by the Families First Covid Relief Act (FFCRA)
	2. 20 District provided “Pandemic Leave” days.
	3. Master Agreement provided leave provisions.
6. If the FFCRA is not extend beyond December 31, 2020, the following leave will be available to teachers are unable to work because of Covid-19:
	1. 30 District provided “Pandemic Leave” days.
	2. Master Agreement provided leave provisions.
7. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of the employee, employer and union.
8. **Distance learning assignments**
9. Distance learning must be provided to families per Executive Order 20-82. The district and union shall jointly determine staffing that will be needed to meet the instructional needs of those families participating in remote learning.
10. The following procedures shall apply to the assignment of distance learning work:
11. The District shall post and notify all bargaining unit members of distance learning assignment vacancies via district email to all bargaining unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least 5 calendar days following the posting date.
12. A Bargaining unit member's request for a distance learning assignment must be submitted via email. The request may include the reasons for the bargaining unit member’s request, including that they are seeking the assignment because either they or someone in their household is at increased risk for severe illness from COVID-19, based on CDC guidance.
13. Priority for distance learning assignments shall be given to those at increased risk of severe illness based on CDC guidance. The District will also consider requests to work remotely by staff who have childcare needs or are responsible for the care of household members due to COVID-19.
14. If after giving priority of assignment to these individuals, there is additional distance learning work available, the remaining assignments shall be offered to staff in order of seniority.
15. In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for severe illness from COVID-19, and a distance learning assignment is unavailable to them, such bargaining unit member shall be placed on paid administrative leave and continue to receive their full salary and benefits without any deduction from the bargaining unit member’s accumulated sick leave.
16. **Workload considerations**
17. Duty days: A duty day is a day a teacher is required by contract to perform basic duties and shall not exceed 8 hours, including 30 minutes of paid time for lunch. A student instructional day is a day where students receive instruction either in person or via distance learning and shall not exceed [7] hours. A period of hybrid instruction consists of distance learning and in-person instruction within the duty day.

Pursuant to Minn. Stat. §§ 120A.40 and 120A.42, the School Board shall establish the school calendar for the succeeding school year prior to April 1 each year. The number of duty days shall be 181 days.

Any change to the length of the student instructional day beyond 5 minutes at any school site or for any group of students must be agreed to by the Union and District.

1. Data and curriculum days: Teachers shall have Three data and curriculum days: one at the semester break, one at the end of the school year, and one floating day at either the beginning or end of the school year. Each building shall determine when its floating data day shall occur. Data and curriculum days are reserved for teachers to complete their job responsibilities individually. A data and curriculum day is a day in which no building or district meetings shall occur.
2. Non-bargaining unit responsibilities: any duties assigned that traditionally are outside the bargaining unit must first be bargained.
3. Substitute coverage: In the event the District is unable to find a substitute to cover an educator’s absence, other staff can be asked to volunteer to cover for the absence. Such assignments will be made only upon mutual agreement and the staff member will be compensated at the employee’s regular hourly rate of compensation.
4. **Specialists**

The parties agree that the work of specialists enriches and is integral to student learning. The parties shall agree to parameters and expectations for specialists under in-person instruction, hybrid instruction, and distance learning models.

1. **Transition between in-person instruction, hybrid instruction, and distance learning**
2. In the event that the district must transition to a different mode of instruction, the union and district will jointly determine transition protocols.
3. If and when a transition to a different mode of instruction is made, paid planning days will be provided to all staff to ensure educators have adequate time to prepare instructional materials.
4. Prior to the start of the school year, paid professional development time during workshop week will be allocated to prepare curriculum and resources that can be easily adapted between models.
5. The District and Union will jointly develop a set of protocols for use of cameras in classrooms for students in distance learning and hybrid settings. These protocols will address, at minimum student and staff privacy, training on camera use and trouble-shooting, disciplinary protocols for on-camera student behavior issues, and live streaming practices.
6. Employees will not be recorded without their knowledge and authorization.
7. **Distance learning**

In the event that the District uses distance learning in full or as part of a hybrid model, the following provisions apply.

1. **Equipment and instructional materials**: The District shall provide all necessary equipment (including assistive devices for employees with disabilities) and internet connections to deliver or support distance learning, when such resources are requested by the employee. If the District cannot provide the necessary equipment, the employee will be reimbursed for pre-approved purchases. Employees shall not be liable for damage to District equipment.

If an employee is required or chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students. If employees produce their own copies, the District will reimburse the employee for any incurred costs. Employees who use their own vehicle for distributing distance learning materials will be reimbursed for gasoline and mileage based on existing District policies/current IRS reimbursement rates. (Per Pre Approval by building Administrator)

1. **Instructional time expectations**: The parties shall agree to parameters and expectations for synchronous vs. asynchronous instructional time prior to the start of any period of distance learning.

The parties agree to the following standards from the National Board of Professional Teaching Standards for daily instructional time during distance learning:

* Pre-K: <1 hour/day
* Elementary: 1-2 hours/day
* Middle School: 2-3 hours/day
* High School: 3-4 hours/day
1. **Remote work**: Bargaining unit members shall not be directed or required to report to the district in person while working in a distance learning model unless working in assignments that the Union and District agree must be performed in person. These assignments may include but are not limited to English Language or Special Education instruction, nursing, mental health care and counseling services, nutrition services, childcare for essential workers, custodial and maintenance, and any assignments involving preparation of non-digital instructional materials.
2. **Preparation time and professional development**:
3. Recognizing the unique demands of a distance learning environment, the District and Union will jointly set distance learning preparation days to provide teachers time during the duty day to complete job-related responsibilities. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum planning and data analysis. A distance learning preparation day is a day in which no building or district meetings shall occur.
4. **Employee privacy**: Distance learning presents privacy challenges for all District employees.

1. Employees shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. If employees must communicate with parents or students via telephone and do not want to use their personal cell phones or devices, the District will either provide a cell phone or virtual option that maintains the privacy of employees’ personal contact information.

2. It is understood that District employees will be providing distance learning from their home environment. In some cases, an employee’s family member may inadvertently interrupt the lesson or distract students (for instance, background conversations). Employees shall not be disciplined for actions of employees’ household members that may be witnessed or heard by students.

1. **Distance learning workload limits and supports**
	1. Class sizes for distance learning shall not exceed class sizes for in-person instruction. Class sizes for in-person instruction will not exceed the average of the class size from the previous school year by more than 2 students.
	2. The parties agree to create a distance learning support team with joint representation from the District and Union. Non-licensed staff shall also be represented on the team. The distance learning support team will establish:
* Professional development opportunities for all educators to support online and distance learning instruction, including training on online platforms, online instructional delivery, and trouble-shooting technology.
* A system of peer coaching that identifies educators willing to support colleagues with specific questions on online and distance learning instruction.
* Supports and resources for both synchronous and asynchronous instruction.
	1. Office hours: Educators shall provide students with weekly office hours within the duty where they are available during non-instructional time to provide student support, feedback and clarification and may be conducted via phone, email, or online platforms. Employees shall establish times of the day when students and families should not expect responses to inquiries until the next working day.
1. **Substitute coverage**: In the event the District is unable to find a substitute to cover an educator’s absence, other staff can be asked to volunteer to cover for the absence. Such assignments will be made only upon mutual agreement and the staff member will be compensated at the employee’s regular hourly rate of compensation.
2. **Special Education, Counselors, Psychologists, Speech-Language, Occupational and Physical Therapists and other Related-Service Providers**

The parties agree to meet at the request of either party to address implementing guidance from MDE in order to provide equitable and appropriate education for students with special needs.

1. Special education teachers and paraprofessionals will work collaboratively with core content teachers to adapt lessons to meet the needs of students in a remote learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.
2. School psychologists may provide appointments for students for social, emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any scheduled appointments may be conducted by telephone or virtual tools, so long as the privacy of employees, students, and/or families can be guaranteed.
3. Counselors may provide virtual or telephone appointments to students for social, emotional and academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate, so long as the privacy of employees, students, and/or families can be guaranteed.
4. Speech and language pathologists, occupational therapists and physical therapists may provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.

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 proceeding as evidence of a past practice.

For the District: For the Union:

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