**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Independent School District**

**196 Rosemount, Minnesota (ISD 196)**

**And**

**Dakota County United Educators**

**Local #2006, Education Minnesota AFT, NEA, AFL-CIO (DCUE)**

**Assignment of Teachers to Digital Learning Academy Positions**

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, ISD 196 and DCUE agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

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

WHEREAS, ISD 196 expects to operate a ISD 196 Digital Learning Academy (DLA) for students who do not wish to receive in-person instruction through either a hybrid or an in-person model of learning; and

WHEREAS, ISD 196 anticipates that there may be some DLA teaching positions available that can be performed remotely and ISD 196 and DCUE wish to agree on a process for assigning teachers to those vacant positions.

WHEREAS, the parties recognize the differences in DLA positions based on licensure, and ISD 196 agrees to discuss proposals and explore options to accommodate, to the extent possible, teachers whose health is at risk or who have members of their household whose health is at risk.

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, as it relates to the assignment of remote teaching positions, with relevant definitions contained in Section 3 of that underlying collective bargaining agreement continuing to be in place here.

1. ISD 196 has established a DLA for students who wish to receive distance learning during the 2020-21 school year. It is anticipated that as a result of the DLA there may be vacancies for qualified DLA teachers who will be permitted to teach elementary DLA students remotely. Once ISD 196 Digital Learning Academy (DLA) vacancies are identified (expected to be primarily elementary classroom positions), ISD 196 will assign elementary teachers to these vacancies according to the following order and process:
2. Available positions will be assigned first to teachers who:
   * possesses the proper license for the vacancy, and
   * taught in the licensure area in the 2019-20 school year, or, if the teacher is a TOSA or Peer Leader, taught in the licensure area during their most recent teaching assignment, and
   * requested a workplace accommodation to allow them to teach remotely due to their own health condition that prevents them from working in-person at school due to their increased risk of severe illness if exposed to COVID-19 based on CDC guidance, and
   * provided documentation from their health care provider indicating such accommodation is necessary to limit exposure to COVID-19 due to their health condition.

Eligible teachers will be assigned by ISD 196 into an available vacant position in the DLA. If there are multiple teachers who meet the above eligibility criteria, they will be assigned in order of seniority with the most senior teacher placed first. Once all eligible non-probationary teachers have been placed in available positions, then probationary teachers meeting the above mentioned criteria will be placed in order of date of hire.

1. If there are still DLA vacancies available once all of the-above described teachers have been placed, remaining available positions will be assigned to elementary teachers who:
   * possesses the proper license for the vacancy, and
   * taught in the licensure area in the 2019-20 school year, or, if the teacher is a TOSA or Peer Leader, taught in the licensure area during their most recent teaching assignment, and
   * requested a workplace accommodation to allow them to teach remotely due to the health condition of someone in their household whose health condition puts them at increased risk of severe illness if exposed to COVID-19 based on CDC guidance, and
   * provided documentation from their household member’s health care provider indicating such health risk.

Eligible teachers will be assigned by ISD 196 into available vacancies in the DLA. If there are multiple teachers who meet the above eligibility criteria, they will be assigned in order of seniority with the most senior teacher placed first. Once all eligible non-probationary teachers have been placed in available positions, then probationary teachers meeting the above mentioned criteria will be placed in order of date of hire.

1. If there are still elementary DLA positions available once all of the above-described teachers have been placed, the remaining positions will be filled following provisions of Section 14 of the collective bargaining agreement or by posting internally only, available for non-probationary teaching staff to apply. All non-probationary staff members with the proper license who apply shall be interviewed.
2. Once the placement process described above in paragraph one is complete, additional elementary DLA vacancies will be filled using the voluntary and involuntary transfer provisions in Section 14 of the collective bargaining agreement.
3. Nothing in this MOU shall be interpreted to require ISD 196 to establish a specific number of DLA vacancies or vacancies in any particular license area or level.
4. If ISD 196 moves a classroom, school or the entire district into a distance learning model for all or a portion of the school year, ISD 196 is under no obligation to create additional DLA positions or reassign teaching positions.
5. Additional opportunities to work from home may be made available on a case-by-case basis to other licensed staff at all levels whose health is at risk or who have members of their household whose health is at risk, as documented by a health care provider. Such opportunities will only be available to the extent possible under the district’s learning model in effect and the resulting staffing and supervision requirements.
6. This Memorandum of Understanding shall commence on the date the parties fully execute it and shall remain in effect until June 30, 2021, although ISD 196 may discontinue distance teaching positions if they are no longer needed due to improved public health conditions and/or lack of parental demand for distance learning. This MOU shall address the 2019-2021 collective bargaining agreement only and will be removed from the collective bargaining agreement upon its expiration.
7. The parties agree that these provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of ISD 196 and DCUE.
8. The parties recognize and agree that this Memorandum of Understanding is arising out of the unique circumstances of a public health emergency. Nothing herein shall create a past practice or be deemed precedent setting for either party. The parties agree that this Memorandum of Agreement may not be used to contradict the other party’s position or introduced as evidence of a past practice in any future proceeding including a grievance arbitration. This Memorandum of 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.