

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District 621 Mounds View Schools
AND
Mounds View 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.

I. District-Wide COVID Incident Command Team

To address immediate and ongoing health and safety, instructional, operational, and community need and concerns, the District and MVEA in collaboration with public health and the regional support team, will convene a group of leader representatives from across the district representing a variety of job classifications to jointly determine recommendations for safe and equitable instruction and employment related to the COVID-19 pandemic.

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 recommendations 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 regularly during the school year. MVEA President will represent on this district-wide command team.

In addition, the District-MVEA agrees to convene smaller issue specific work groups related but not limited to areas of safety, special education, racial equity, curriculum/instructional models etc., on a monthly basis to gather clear feedback from sites to inform decisions on ongoing changes needed in planning. These committees will have at least two MVEA members from each site/program represented. These representatives will be general members, and not current MVEA Building Representatives or MVEA Executive Board members. Work group participants will report to the Building Representatives and Executive Board members via minutes from each of their meetings. These representatives will work with the COVID-19 Site Coordinator and district leaders to determine details and planning of the committee work based on real time support needs. These work groups will begin in October 2020 and convene through May 2021.

II. 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.

III. Health and safety provisions

A. 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.
2. Individuals who qualify for an exemption from the mask mandate will be asked to wear a face shield. Masks and face shields are not to be worn by children under age two, children age two to five will be strongly encouraged to wear a mask, Kindergartners will be required. Students who qualify for a medical exemption will be exempt from the mask mandate.
3. Staff including licensed school nurses or any staff working in health offices, or in isolated spaces where students and staff are sent separate from the health office, who may be in close contact with staff or students presenting possible COVID-19 symptoms will be provided with appropriate PPE which may include N95 respirators or an equivalent.
4. The district and union shall identify settings in which face shields, gloves, protective smocks to wear over clothes, Plexiglas shields or other personal protective equipment (PPE) are advised in alignment with MDH guidelines. The district shall provide an adequate supply for all staff assigned to the identified settings.
5. Prior to the beginning of blended or other in-person work with students, the district shall provide training for all staff on the appropriate and safe way to use all PPE.

6. Masks are mandatory, widely available to students and staff, Safer for everyone, and a demonstration of kindness. It is critical that students and staff comply with the MN mask mandate. Schools will work closely with families if/when a student fails to comply. This will include a meeting with the student and family, and potential purchasing of a face covering the student is comfortable wearing. If, after working with the student and family, compliance is not maintained, the school will require the student to shift to full-time distance learning.

B. 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 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 main entry point. 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.

C. Daily cleaning and disinfecting

1. The District shall ensure that all classrooms, restrooms, and workspaces are 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.
2. In cases where there is a report of a case of COVID-19 in a classroom and the classroom needs to be cleared according to MDH guidelines, there will be an alternative classroom space for the class while the room is being cleaned. The room will remain vacant for up to 24 hours for necessary cleaning.
3. Educators will be provided with all necessary equipment and supplies to perform these responsibilities.

D. Heating, ventilation, and air conditioning (HVAC) systems

1. 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 per design specifications where feasible and changed at the recommended intervals.
2. Spaces without adequate central HVAC or those which cannot accommodate MERV 13 rated filter, shall be equipped with the highest rated filter allowed based on design specifications.

E. Physical distancing requirements

1. 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.

When spaces are shared, 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 six or less feet between them.

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.

F. Health screening protocols

1. All students, employees, and visitors will be expected to follow self screening protocol as recommended by MDH for symptoms daily prior to entering school buildings or busses. Temperature checks will be provided by designated school staff onsite when applicable.
2. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 will be sent home or sent to an isolation room on site pending travel home.
3. Upon notification that an employee or student has tested positive with COVID-19, the COVID Coordinator 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 MVEA of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.
4. Upon notification that a staff member has come into contact with a person who has tested positive with COVID-19, and has been advised to quarantine but are not ill themselves, by the MDH COVID 19 Coordinator, the district shall permit that person to work remotely until the sooner of a) the voluntary disclosure of a negative COVID-19 test; or b) the end of the quarantine period.

G. Self-administration of COVID-19 testing

1. The District shall ensure that the COVID-19 testing protocols laid out by the state of Minnesota in the Safe Learning Plan are followed.
2. 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.

IV. Employee leaves

- A. Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely. Determination of quarantined work assignment is at the direction of 2020-2021 building principal.
- B. Access to District COVID Sick Leave. See separate MOU for COVID Sick Leave.

V. Distance learning assignments

- A. Distance learning must be provided to families per Executive Order 20-82. The district and MVEA shall continue to follow staffing processes that ensure the instructional needs of those families participating in remote learning are being met.
- B. The following procedures shall apply to the assignment of distance learning work:
 - 1. 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 ADA and CDC guidance.
 - 2. Priority for distance learning assignments shall be given to those at increased risk of severe illness based on ADA and CDC guidance. The District will also consider requests to work remotely by staff who are responsible for the care of household members due to COVID-19.
 - 3. If after giving priority of assignment to these individuals, there is additional distance learning work available, the remaining assignments shall be offered to staff. If there is more than one interested staff member, with appropriate license/credentials, in a grade level or department and only a limited number of sections the final determination will be in order of seniority.

VI. Workload considerations

- A. Professional days: A professional day is a day a teacher is required by contract to perform basic duties, 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 6 hours and 40 minutes. A period of blended instruction consists of at-home learning and in-person instruction within the duty day.
- B. 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 186 days for returning teachers and 191 for teachers new to the District.
- C. 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.
- D. In the event a blended teacher is required to livestream classes from home, for the students being educated at school, the teacher will have access to training on best practices and an assistant in the classroom to monitor these students who are in the classroom.
- E. In the event that daily preparation time must be altered according to demands of blended learning schedules due to staffing, a full time teacher (consistent with contract language) will not have more than two days without prep and prep time shall not fall below 265 minutes per week within the student contact day.

VII. Transition between in-person instruction, blended instruction, and distance learning

- A. In the event that the district must transition to a different mode of instruction, the Incident Command Team will jointly recommend transition protocols.
 - a. If and when a transition to a different mode of instruction is made, planning days will be provided to all staff to ensure educators have adequate time to prepare instructional materials.
- B. Prior to the start of the school year, up to 20 hours of preparation time will be allocated to prepare curriculum and resources that can be easily adapted between models.

VIII. Distance and Blended Learning Instruction

Educators teaching students in both distance and blended learning should be aligned in the weekly amount of content being delivered, which is why working together in teams is important. PLC's should consist of blended and distance learning teachers in order to align the pace and delivery of the content. Blended teachers will be delivering their content in larger chunks during in-person days while distance learning teachers will be dividing their content in smaller chunks over the five day week. Day-to-day learning will differ based on the blended or distance learning model; however, the amount of content each week will be the same.

IX. Distance learning:

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

- A. **Equipment and instructional materials:** The District shall provide required equipment (including assistive devices for employees with disabilities) to deliver or support distance learning.

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.

- B. **Instructional time expectations:** Most of the instructional day should be spent in live interactions between students and teachers and in providing instructional feedback and assessment.

The 6 hour 40 minute school day will prioritize:

- Building block 2 (live interaction)
- Building block 3 (instructional feedback and assessment)

The remainder of the day will be spent in :

- Building block 1 (direct instruction)
- Planning
- Student & family communication

C. **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 MVEA and District agree must be performed in person. These assignments may include but are not limited to English Language (EL) 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 for a blended learning model during the time between September 9-18, 2020..

D. **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 when in a full distance learning model. 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.

E. **Distance learning workload limits and supports**

1. Class sizes for blended and distance learning will follow all school board approved class size ranges for the 2020-2021 school year.

F. **Special Education, Deans, 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 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.

Optional additional details:

- Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.
- The parties agree that the school-based multidisciplinary IEP team, along with the parent or guardian, is in the best position to make decisions related to the social, emotional, and academic development of the student as well as the duration and intensity of delivery service(s) needed.
- Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP, unless licensed staff chose to be present for in-person meetings.

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 or in-person as agreed upon by licensed staff, so long as the privacy of employees, students, and/or families can be guaranteed.
3. Deans 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 or in-person as agreed upon by licensed staff, 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 or in-person as agreed upon by licensed staff, as appropriate.

G. Equity and Student Considerations

1. All District employees shall take clear steps to ensure that all students and families are not subjected to bullying or harassment based on their race, class, gender, sexual orientation or disability.
2. All District employees must comply with existing school desegregation orders to guarantee all students have access to equal educational opportunities during COVID-19 distance learning or other scheduled modifications.
3. The District shall provide core resources to any student who needs them for distance or blended learning. If the District cannot ensure that all students have such access, the District is responsible for developing alternative means of distance or blended learning and safely providing the required materials to students at their home.
4. The District will provide necessary assistive technology to students or their families with disabilities.
5. The District shall provide technical assistance to parents and guardians who need it to effectively support their children or charges in distance or blended learning. Support shall be provided in languages that students, parents, and guardians can understand and shall be modified as necessary for parents with disabilities.
6. The district shall ensure that all students experiencing homelessness will receive full access to distance or blended learning. Students will have access to the appropriate core technology resources and hard copies of materials as needed.

The parties further agree:

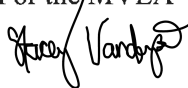
This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceeding as evidence of a past practice.

For the District:



Dated: 9-15-2020

For the MVEA



Dated: 9/15/2020