**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Nevis Public School ISD 0308**

**and**

**Nevis Federation of Teachers**

***In-Person, Hybrid and Distance Learning Instructional Models for Re-Opening School***

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. Incident Management Team and 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 Management 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 Management 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 during the duty day at regular intervals. 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.

Incident Management Team contact members: Gregg Parks, Brian Michaelson,   
Bryan Wormley, Shawn Klimek, Dustin Wroolie, Leslie Sagen, and Jenny Rittgers.

**II. Health and Safety Provisions**

A. **Masks, Face Shields and Other Personal Protective Equipment (PPE)**

The District shall require the use of facial coverings (masks or visors) 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.  No other PPE for students shall be purchased or created in the building by individual teachers without prior approval from the District.

B. **Physical Distancing Requirements**

Classroom space: The District shall ensure if at all possible, a minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

C. **Health Screening Protocols**

1. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school buildings or busses. Visitors with any symptom consistent with COVID-19 shall be denied entry.

2. 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.

3. Upon notification that an employee or student has been infected with COVID-19, the District-Union Incident Management Team will initiate contact tracing in partnership with the Minnesota Department of Health. All persons who may have come in significant contact with the infected individual shall be notified.

4. 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; or b) the end of a two-week quarantine period.

D. **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 or allowed to administer COVID-19 tests to students or other staff.

**III. Employee Leaves**

A. Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely without use of sick leave.

B. The following types of 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. Employees will be required to provide the name of the healthcare provider who advised the individual being cared to self-quarantine. The leaves are to be applied in the following order, if they apply.

1. **Families First Coronavirus Response Act (FFCRA)**

Employees will have the following leave available to them if they are unable to work due to being diagnosed with COVID-19, identified for self-quarantine, or are providing care to an individual who is quarantining or who has been diagnosed with COVID-19. This leave expires on December 31, 2020.   Employees are entitled to up to two weeks of paid leave.

a) **Emergency Paid Sick Leave Act (EPSLA)**

The Emergency Paid Sick Leave Act requires that covered employers provide employees two weeks of paid sick leave at the employee’s regular rate of pay if the employee is unable to work (or telework) because of the following. This is not part of an employee’s sick leave benefit:

i) the employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

ii) the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or

iii) the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis; or

b) The **Emergency Paid Sick Leave Act (EPSLA)** requires that covered employers provide employees two weeks of paid sick time at two-thirds of the employee’s regular rate of pay if the employee is unable to work (or telework) because of the following. Maximum is $200 per day or $2,000 total for this type of leave.

i) The employee is caring for an individual who is subject to a Federal, State, or local quarantine order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. This leave may be used in conjunction with employee sick leave in accordance to the master contract;

ii) The employee is caring for his or her child (under 18 years old) because the child’s school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions. This leave may be used in conjunction with personal leave time; or

iii) the employee is experiencing any other condition “substantially similar” to those described above, as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

2. **Emergency Family and Medical Leave Expansion Act (EFMLEA)**

The first ten (10) days of leave is unpaid; however, the employee may use personal leave time per master contract. Up to an additional ten (10) weeks of paid leave at two-thirds the employee’s regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need to care for a dependent child whose school or child care provider is closed or unavailable for reasons related to COVID-19. This leave is capped at $200 per day or $10,000 for the total leave period. This leave expires on December 31, 2020.

3. **Employee Sick Leave**

Employees shall have access to all existing sick leave benefits under the collective bargaining agreement.

C. Health insurance benefits under the Master Agreement will continue in full force and effect throughout the duration of all combined leave.

D. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of the employee, employer and union.

**IV. Distance Learning Assignments**

A. 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.

B. The following procedures shall apply if a separate distance learning position is created:

1. The District shall post and notify all bargaining unit members of distance learning position 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.

2. 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.

3. Priority for distance learning assignments shall be given to those at increased risk of severe illness based on CDC guidance and to staff who have childcare needs.

4. If after giving priority of assignment to these individuals, there is additional distance learning work available, the remaining assignments shall be offered to qualified staff in order of seniority.

**V. Workload Considerations**

A. **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 and a 55 preparation period. A student instructional day is a day where students receive instruction either in person or via distance learning. Time during prep periods will not be required to be student distance learning contact time.

B. **Duty-Free Lunch**

The District and Union mutually agree that students stay in classrooms for lunch; however, educators are still entitled time for a duty-free lunch. The District shall compensate supervising educators for the student lunch supervision with the accumulative time being taken on Friday Distance Learning days.

C. **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 cover for the absence.  Every attempt shall be made to fill such assignments upon mutual agreement, however, if no volunteers are available, the District has the authority (page 15, Article XI of the collective bargaining agreement) to assign a staff member. When no volunteer staff are available the District will assign available staff in a rotation. Staff members working, either voluntarily or assigned to cover an educators position, will be compensated at the employee’s regular hourly rate of pay.

**VI. Distance Learning**

In the event that the District uses Distance Learning on Fridays, as part of a hybrid model, or in full, the following provisions apply.

A. **Equipment and Instructional Materials**

The District shall provide all necessary equipment to deliver or support Distance Learning.  If the District cannot provide the necessary equipment, the employee will be reimbursed for pre-approved purchases.

If an employee is required to provide printed materials to students, the District shall be responsible for distributing such materials to students.

B. **Instructional time expectations**

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
* Grades K-5: 1-2 hours/day
* Grades 6-8: 2-3 hours/day
* Grades 9-12: 3-4 hours/day

C. **Friday Distance Learning**

During Scenario 1, in-person (face to face Monday -Thursday, Friday Distance Learning) and Scenario 2/Hybrid (A/B Days Monday-Thursday, Friday Distance Learning) the District and the Union agree on the following District wide Friday schedule:

8:00 – 9:00 PLCs / Staff Meetings / Teacher Collaboration

9:00 – 9:30 Mentor meetings and/or contact (HS) and

Morning meetings (EL)

9:30 – 12:00 ‘Office Hours’ (teachers are online and available to provide student support, feedback and clarification with priority given to full Distance Learning students).

12:00 – 12:30 Lunch

12:30 – 3:30 ‘Office Hours’ (teachers are online and available to provide student support, feedback and clarification with priority given to full Distance Learning students).

**This time slot may also be used as comp time. A teacher may take 30 minutes for each day (Monday -Thursday) that a duty free lunch was not taken when filling in for another staff member.**

**Teachers scheduled to cover students during their duty-free lunch all year will be scheduled to work 5 of the 29 Friday afternoons. The other 24 afternoons those teachers will be considered off-duty.**

Any questions from either students or parents that are received outside the teacher’s posted ‘office hours’ shall be addressed in a timely manner at the discretion of the teacher, but no later than the end of the next working day.

D. **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.

E. **Employee Privacy**

Distance Learning privacy challenges:

1. Employees shall not be required to, but may, 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 provide a 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. Every attempt shall be made by the teacher to present themselves and their environment in a professional manner. However, in some cases, an employee’s family member may inadvertently interrupt the lesson (for instance, background conversations). Employees shall not be disciplined for actions of employees’ household members that may be witnessed or heard by students.

F. **Distance Learning Workload Limits and Supports**

1. **Class Sizes**

Class sizes for Distance Learning shall not exceed class sizes for in-person instruction.

2. **Office Hours**

Educators shall provide students with weekly office hours where they are available during non-instructional time to provide student support, feedback and clarification and may be contacted 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.

**3. Lesson Plans**

Teachers will have two weeks of lessons prepared and ready to be implemented in the event that they are unable to teach due to themselves, or someone in their home, needing care due to COVID-19.

The parties further agree:

This agreement addresses the 2020-2021 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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