

**MEMORANDUM OF UNDERSTANDING
STATE OF EMERGENCY RELATED TO COVID-19 AND CONTRACT TERMS
DURING THE 2020-2021 SCHOOL YEAR**

This MEMORANDUM OF UNDERSTANDING is entered into by and between Independent School District No. 88, New Ulm, Minnesota (hereinafter referred to as the "School District") and New Ulm Education Association (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement (hereinafter referred to as the "CBA") for the time period from July 1, 2019 to June 30, 2021; and

WHEREAS, on March 13, 2020, the Governor of the State of Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-82, the Governor of the State of Minnesota Authorized and Directed the Commissioner of Education to Require School Districts and Charter Schools to Provide a Safe and Effective Learning Environment for Minnesota's Students during the 2020-21 School Year; and

WHEREAS, schools were to plan for several possibilities for the school year, including in-person, hybrid and distance learning; and

WHEREAS, the Minnesota Department of Education and the Minnesota Department of Health developed planning documents and resources for schools to use for planning and implementation; and

WHEREAS, the School District and the Association acknowledge that the peacetime emergency in the State of Minnesota has extend into the 2020-2021 school year affecting the delivering of instruction in order to follow new health guidelines and state requirements; and

WHEREAS, the School District has managerial rights for duty assignments and the Association has valid concerns about setting new precedence, the decisions made during the 2020-2021 school year in response to the COVID pandemic will not be precedence setting; and

WHEREAS, the School District and the Association now desire to address the impact of the continuation of the peacetime emergency during the 2020-2021 school year by establishing clear parameters and expectations for teachers to implement the established learning plans while staying within the guidelines of the Minnesota Department of Health, Minnesota Department of Education and any additional Governor Executive Orders;

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **High School Prep Time:** The established prep time for high school teachers is equivalent to one class period in a day. To meet the health and safety concerns of COVID, and limiting the number of students who teachers have contact with each day, a block schedule has been developed. Teachers may not receive a prep every day but will receive a prep as required in a two-day period and receive the state statute amount calculated over a week period. There is no change to prep time on Fridays, that will follow the current contract language. With this agreement, High School staff are not entitled to overload compensation regarding prep time when receiving their prep time as listed above. Staff members giving up their prep in order to cover other building requirements will be compensated per the current contract.

2. **Student Supervision:** The requirement to keep students isolated in pods, or classrooms, necessitates teachers to supervise for longer periods of time before and after the student day. While both sides acknowledge supervision is a part of the teacher day, this additional supervision will limit the ability of teachers at some buildings to meet and collaborate as they have in past years.

3. **Coaching/Advising:** It is desirable for coaches and advisors to continue with their assignments and contracts to the extent allowable by the Minnesota State High School League (MSHSL), Governor Executive Orders and existing health conditions.
 - a. Advisors that have year long assignments will have a contract for the school year as spelled out in the master agreement. Regardless of the learning model, these advisors will continue with their program (student Council, FFA, FCCLA, NHS, Prom, Jazz Band, Pop Choir, Oak Street Singers).
 - b. Coaches/Advisors will receive a pro-rated compensation as listed below
 - i. Coaches and Advisors will be paid 100% of their coaching/advisor salary with a full season or if more than half of the season is played out.
 - ii. Coaches and Advisors will be paid 50% of their coaching/advisor salary if the season or activity starts but does not reach the halfway mark.
 - iii. Coaches and Advisors will be paid 25% of their coaching/advisor salary if the season or activity never starts due to COVID-19.

iv. Coaches and advisors will be paid their coaching/advisor salary during the time they actually coach, or in a lump sum at the conclusion of when the season would have been held as determined by the MSHSL.

4. **Additional Duties:** Each teacher is required to supervise two events during the 2020-2021 contract year. Due to COVID-19 and the MSHSL decisions, some co-curricular activities may not be held, and teachers will not have the opportunity to meet this clause of the master agreement. The District and Association acknowledge this for the current contract year and agree this will not be precedence setting. Every attempt will be made by teachers to sign up for activities that are held.
5. **Working Location:** During the school year, a teacher may be required to quarantine or isolate due to health concerns. A teacher may be able to continue to work from home and not utilize sick leave if they have the consent of their building principal. The priority on an approved plan is on meeting students' needs while in the hybrid or in-person learning models.
6. **Terms of this Memorandum of Understanding:** This Memorandum of Understanding shall commence on August 31, 2020 and shall remain in effect until June 30, 2021. This Memorandum of Understanding may be modified by mutual written agreement between the parties hereto.
7. **No Past Practice.** By entering into this Memorandum of Understanding, the parties acknowledge and agree that the actions taken by the School District in this Memorandum of Understanding shall not constitute, nor be interpreted as, a past practice.
8. **No Reopening of Negotiations.** This Memorandum of Understanding does not constitute a reopening of the CBA or negotiations.

**INDEPENDENT SCHOOL DISTRICT
NO. 88**

Dated: _____, 2020

By: _____
Board Chair

By: _____
Clerk

NEW ULM EDUCATION ASSOCIATION

Dated: _____, 2020

By: _____

By: _____