**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**MELROSE FEDERATION OF TEACHERS**

**AND**

**INDEPENDENT SCHOOL DISTRICT #740**

**REGARDING THE USE OF TEMPORARY SHIFTS TO ONLINE LEARNING DAYS FOR THE 2021-2022 SCHOOL YEAR**

This Memorandum of Agreement (“MOA”) is entered into by and between the Melrose Federation of Teachers (“MFT”) and Independent School District 740 (“District”).

WHEREAS, the MFT and the District are parties to a Master Agreement, for the period of July 1, 2019 through June 30, 2021, which governs the general terms and conditions of employment for teachers; and

**WHEREAS**, the Melrose Federation of Teachers (MFT) is the exclusive representative for the teachers employed by Independent School District Number 740, Melrose Area Public School District (District), and

WHEREAS, MDE has approved up to (30) thirty total instructional days throughout the course of the entire school year for temporary shifts to online learning and MDE will develop a process if there is a need to exceed the (30) thirty day maximum, for the 2021-2022 school calendar; and

WHEREAS, the terms and conditions of shifts to temporary online learning days are governed by this MOA; and

NOW, THEREFORE, the parties hereby agree to the following:

1. When the District identifies a day as a temporary shift online learning day, teachers must be notified by the District by 9:00 a.m. the previous day.
2. The school hours for a day as a temporary shift online learning day will be from 9:00 a.m. to 1:00 p.m. which includes preparation time, as defined by the Master Agreement, and a thirty (30) minute lunch period.
	1. During the school hours of 9:00 a.m. to 1:00 p.m. on a day as a temporary shift online learning day, teachers will respond to communication requests in a timely manner.
	2. Part-time teachers will be available on a pro-rated basis based on their FTE and can determine their online and communication time during the 9:00 a.m. to 1:00 p.m. availability time.
3. **Flex-Learning for PreK-5:**
* The teacher will need to be available from 9:00-1:00 p.m. for student correspondence either by phone, email, Seesaw, or Canvas. Correspondence will be facilitated through email(s).
* Student expectations should be no more than 2 hours of work for each day. (This is for all subjects combined, not for each subject.)
* Activities could include use of Seesaw/Canvas Activities, Study Island, IXL, and Tumblebooks, etc.
* Some options must be non-digital. We cannot depend on family access to the internet.
* Activities/Assignments can also be pushed out through email, SeeSaw, CANVAS, other means of communication, or shared out in classroom newsletters.
* Attendance can be taken by students sending emails to their teacher letting them know they are working on materials or by turning in assignments the following day.
1. **Flex-Learning for 6-12:**
* The teacher will need to be available from 9:00-1:00 p.m. for student correspondence either by phone, email, or Canvas. Correspondence will be facilitated through email(s).
* A reasonable expectation would be for 2-3 hours of work for each day.
* This is for all subjects combined, not for each subject (teachers would plan approximately 20-30 minutes of work for each class).
* All assignments must be provided to students by 9:00 AM.
* Some options could be non-digital for families with phone-only internet access.
* Canvas will be used to measure attendance.
1. Communication with students and parents will be through the use of district email and phone/voicemail systems. The District will provide training to teachers on an internet phone system (ie. google calling).
2. **Overall Expectations:**
* Staff in each building will determine their building norms.
* Principals will communicate norms to staff and families for consistency in building.
* Teachers communicate to students and families for individual course expectations.
* Do not overwhelm students with amount of work.
* Have flexible due dates (don’t make more work for yourselves) - give the students an opportunity to come back with questions and give time to make final completions.
* Consider helping students build SEL (i.e. Dutchmen Pride) competencies.
* Must be achievable for the student individually AND/OR build relationships and increase parent involvement.
* Be considerate of students who need accommodations and/or modifications
* Think of things you need to teach to better prepare students to learn in general (digital citizenship, how to participate in an online discussion, research techniques, how to manage time individually, etc.).
1. Teachers are not required to physically be at a district building on a temporary shift online learning day. Buildings will remain open. Teachers are welcome to work from the buildings or remotely.
2. Personal Days, Bereavement, Jury Duty and Emergency Leave will be honored on a day as a temporary shift online learning day provided that the day was pre-approved prior to the day. Coverage for the absent teacher will be arranged by the administrator. Sick Leave will be permitted on a day as a temporary shift online learning day. Teachers should notify their administrator as soon as possible if they are sick on a day as a temporary shift online learning day so coverage can be arranged. Changes to approved leaves must be approved by the site administrator.
3. Expectations are that teachers have access to the internet and take school-issued devices home. Please contact Steve Schulzentenberg at sschulzentenberg@isd740.org if you do not have access to the internet.

**No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice

**Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

*By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.*

**Independent School District 740 Melrose Federation of Teachers**

**Melrose, Minnesota**

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Chairperson President

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Clerk Secretary

Dated this \_\_\_ day of \_\_\_\_\_\_, 2021. Dated this \_\_ day of \_\_\_\_\_\_, 2021.