

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Saint Paul Public Schools**

**AND**

**Saint Paul Federation of Educators Licensed Staff/Teachers, Educational Assistants, and School and Community Service Professionals**

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the duration of the 2019-20 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 the district will be providing distance learning to students to maintain educational continuity;

NOW THEREFORE, be it resolved; that for the time period in which the district is operating distance learning plans only, the following language supplements the language in the collective bargaining agreements for licensed staff/teachers, educational assistants, and school and community service professionals:

- A. Health insurance benefits under Article 10 of the Teacher Master Agreement, Article 12 of the Educational Assistant Master Agreement, and Article 10 of the School and Community Service Professional Master Agreement will continue in full force and effect throughout the duration of pandemic leave. The employee will continue to contribute towards their share of the premium contribution.
- B. No employee shall be required to make-up time lost due to a pandemic or catastrophic disaster, except that the District reserves the right to reschedule such hours as are necessary to meet the minimum number of instructional hours as required by the State of Minnesota.
- C. The Union shall be consulted before the scheduling of any make-up time where scheduling would differ from the adopted school calendar or agreed upon number of contract days.
- D. Employees can still request leave for reasons not related to the pandemic under Article 11, 12 and 13 of the Teacher Master Agreement, Article 9, 10, and 11 of the Educational Assistant Master

Agreement, and Article 10 and Article 11 of the School and Community Service Professional Master Agreement.

- E. When a teacher requests a sick leave or personal leave day they will leave a Schoology and/or Seesaw note so families know they are not available. Elementary schools will provide contact information for other staff who may be available to answer questions for that day.
- F. The district will continue to work with Teachers on Call for substitute needs for assignments of 3 days or more.
- G. If a long-term substitute is not available and secondary teachers are asked to take on an additional class, or elementary teachers are asked to take additional students beyond class size limits, they will be paid according to Article 9, Section 4 Additional Daily Teaching Assignment of the Teacher contract for each additional class or any additional students.
- H. Employees will continue to receive directives about work to be completed from their immediate supervisor (the supervisor that staff typically report to on a daily basis), to avoid confusion and unrealistic work expectations.
- I. Educators will be trusted and respected to complete the work necessary for distance learning. Requests asking for staff to submit lists of work completed each day, daily sign-ins, time punches for the start and end of each day, or other similar requests to report back on the specifics of daily activities will not be required. Staff who are calling families for specific purposes may be asked to log calls and information necessary to monitor contacts made.
- J. Distance learning in general will be asynchronous. Teachers may schedule synchronous learning activities occasionally as they deem fit, but it shall not be required. When synchronous learning does occur, equity of student access should be considered.
- K. Teachers will determine the most essential objectives, based on state standards, to be addressed and the most direct means for students to demonstrate mastery of skills and objectives.
- L. No employee shall be required to or encouraged to use personal phones or personal digital accounts (email, conference platforms, etc) to be in contact with families. The district shall provide guidance on how to use Google Meet or other appropriate platforms to communicate while preserving privacy for employees and families.
- M. Teachers will be expected to follow the grading procedures outlined in the Grading Update for Distance Learning on May 5, 2020.
- N. Special Education teachers will continue to follow the paperwork days as outlined by the collective bargaining agreement and be provided with example addendums specific to disability and level of service. The parties will continue to discuss support for educators who need to complete additional paperwork or evaluations when school resumes.

- O. Administrators will continue to follow the Licensed Staff/Teacher contract language of conducting only four staff meetings per month. Additional meetings may be requested, but shall not be required.
- P. All improvement plans will be suspended for the remainder of the 2019-2020 academic year. No new improvement plans will be initiated through June 30, 2020.
- Q. Evaluations of licensed staff will take place in accordance to the TD&E Distance Learning Update from April 20, 2020.

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 proceedings as evidence of past practice.

This agreement shall be in place from the date of declared emergency on March 18, 2020 and shall remain in place until December 31, 2020 or the expiration of this COVID-19 emergency declaration, whichever occurs first.

The parties further agree that, due to the changing and uncertain nature of the conditions for holding school, this Memorandum may be modified by mutual agreement.

For the District:

For the Union

Kenyatta McCarty

Leah Lindeman

Dated: May 18, 2020

Dated: May 14, 2020