

Proposed and Emailed to SPPS 8.7.2020

SPFE Proposed Updates and Additions to Memorandum of Agreements regarding
working conditions during the time of COVID-19
August 7, 2020

Memorandum of Agreement #1

Update Essential Childcare references to reflect the following:

Executive Order 20-82, paragraph 26, indicates that a school district or charter school that operates a hybrid or distance learning model “must provide school-aged care for Eligible Children at no cost during the time those children are not receiving instruction in the school building during regular school hours.”

This school-age care must be provided for school-age children age 12 and under who are children of critical workers in Tier I of the state critical worker list. Children of Tier I workers only will be cared for at no cost during the typical school hours. MDE has updated the list of Tier I employees to include “Educators and school staff providing in-person instruction or caring for children of critical workers.” (Source: MDE’s 2020-21 School Year Planning Guidance, p. 14)

Addition to statement highlighted:

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 the 2020-2021 school year**; and

Additions to MOA #1: For Student and Staff Safety

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 and essential childcare operations. The Union and the District agree to negotiate workplace safety standards and procedures prior to any return to in-person work for SPFE bargaining unit members.

Essential Worker Childcare Staffing: Saint Paul Public schools will do its best to keep a ratio of students to staff at Essential Workers Childcare sites for employees as established in the most recent Governor’s Emergency Executive Orders and/or guidance from the Center for Disease Control. **Childcare staff who are asked to**

assist with distance learning will have their ratio reduced by half.

***The parties agree to negotiate over other working conditions for childcare workers**

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. All students and staff will be provided with masks and all necessary PPE. Staff may choose to wear more PPE than the mask. The district will not require staff to wear less PPE than what they feel safe wearing.
2. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
3. Staff including licensed school nurses, health aides, or any staff working in health offices who may be in close contact with staff or students presenting possible COVID-19 symptoms shall be provided with N95 respirators. The district shall provide paid time for staff working in health offices to be fit-tested for their N95 respirator.
4. The district and union shall jointly identify settings in which face shields, gloves, protective smocks to wear over clothes plexi-glass shields or other personal protective equipment (PPE) are advised. The district shall provide an adequate supply of the advised PPE for all staff assigned to the identified settings.
5. Prior to the beginning of any return to in-person work or instruction, the district shall provide training for all staff on the appropriate and safe way to use all PPE.

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 no touch hand drying equipment;
2. Every classroom shall be provided unscented hand sanitizer;
3. Non-classroom workspaces shall be provided unscented hand sanitizer;
4. Unscented hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
5. 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.

Social distancing and work, childcare, and learning space:

Building space will be prioritized for student use, including appropriate space for mental health staff when in-person instruction resumes (i.e. intervention specialists, counselors, social workers, nurses, and school psychologists).

1. Each space or room will have a signage indicating the number of people that can be in that space while maintaining 6 feet of distance. The number of people in a space shall never exceed that number.
2. Signage will be posted and barriers installed as necessary to direct traffic in buildings.
3. All staff workspaces will allow for 6 feet of distance with any other person in the space.
4. Space for duty free lunch while maintaining 6 feet of distance from others will be provided for staff.

Daily cleaning and disinfecting for spaces being used for work, childcare, or instruction:

1. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and 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. District employees will be provided with all necessary equipment and supplies to perform these responsibilities.

Heating, ventilation, and air conditioning (HVAC) systems:

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-11 or higher and changed at the recommended intervals. Due to inadequate central HVAC in all buildings and inability to circulate outdoor air during winter months, all spaces shall be equipped with low noise True HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

***The parties agree to negotiate additional workplace safety standards for school buildings and public health markers to be met prior to returning to any in-person instruction.**

Additions to MOA #1: Virtual Work Options and Other Leave Provisions

1. Upon return to any regular, in-person duties, new employees will have access to all annual sick leave immediately and will not have to wait for accruals to access paid sick leave days.
2. Any staffing movements made during the 2020-2021 school year will be considered temporary and all staff will return to their initial 2020-2021 assignment when students return to regular in-person instruction, except under circumstances of normal staffing adjustments based on enrollment and budget.
3. Executive Order 20-28 requires districts provide accommodations to the extent possible for staff who are at increased risk of severe illness from COVID-19 or who have family members who are at increased risk. The District will accept requests for accommodations from employees who are at a high risk of severe illness from COVID-19 or who have family members who are at increased risk, even if they do not qualify as “disabled” under the ADA. Requests will be considered and denied only if it is impossible to honor.
4. Employees who request an ADA accommodation to work virtually all school year, who are granted a non-ADA request to work virtually all school year, or who are assigned to work virtually all school year will be placed back to their original work locations upon the end of their virtual work assignment.
5. Employees may choose to take a non-compensatory leave at any time during the 2020-2021 school year. The District will continue to pay the employer contribution toward health insurance. The employee will continue to pay the employee contribution.
6. Employees who take a non-compensatory leave will be placed back to their original work locations upon the end of their leave. Employees shall retain their district, union and classification seniority dates.
7. Employees may use sick leave, personal leave, compensatory time or vacation prior to taking a non-compensatory leave. Employees may take a non-compensatory leave prior to use or exhaustion of paid leave.

Addition to statement highlighted:

#6. This agreement shall be in place from the date of declared emergency on March 13, 2020 and shall remain in place for **the duration of the 2020-2021 school year until December 31, 2020 or the expiration of this COVID – 19 emergency declaration, whichever occurs later. first.**

Additions or Changes to MOA #2:

Distance Learning:

- (J) Proposed Changes: There will be opportunities for daily live interaction between educators and students. Educators will communicate and post weekly office hour times on multiple days per week on Seesaw or Schoology. Distance learning in general will be asynchronous. Teachers may schedule synchronous

learning activities as they deem fit, but it shall not be required. When synchronous learning does occur, equity of student access should be considered. The minimal requirements for educators when providing opportunities for synchronous connection are*:

- Secondary students will have access to 1 social emotional connect per day, which could take place in Foundations or Advisory class.
- Elementary students will have access to 1 social emotional connect per day (possible examples: class meeting, circle, other live activity)
- Hold weekly office hours
- Respond to individual requests for connection
- Weekly opportunities for elementary students to participate in optional small group instruction
- Weekly opportunities for secondary students to participate in optional small group instruction for each class

*Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently. There will be a separate set of requirements for Special Education teachers.

- The District shall not record live instruction by educators without prior notice and consent.
- The District will continue to employ all current SPFE bargaining unit members while in distance learning. Educational Assistants and School and Community Service Professionals may be assigned different duties, but the district will prioritize duties that align with their current job description and support students and families.
- The District shall make every effort to fully utilize the teaching force to avoid education grade level combination classes in elementary schools. For any situation where a combination becomes unavoidable, the District shall provide a written rationale to the affected teacher as to why a combination class is necessary.
- Educators may request access to school buildings to carry out their duties during distance learning.
- No educator assigned to distance learning shall be required to physically return to work at an SPPS building or facility until schools are physically reopened for all students or as bargained in a separate document upon agreement by the parties.
- The District and SPFE recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. SPFE bargaining unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.

- The District will provide daycare at Discovery Club sites for parents who are educators engaged in distance learning at no cost.
- The parties agree to negotiate over Special Education working conditions during distance learning.
- The parties agree to negotiate over working conditions for staff assigned to support centers.

Distance Learning Equity

- The District shall take clear steps to ensure that students and families are not subjected to bullying or harassment based on their race, ethnicity, or perceived national origin.
- The District 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.
- The District shall provide a device and internet access to any student who needs them for distance learning. If the District cannot ensure that all students have such access, the District is responsible for developing alternative means of distance learning and safely providing the required materials to students at their home.
- The District will provide necessary assistive technology to students or their families with disabilities.
- The District shall provide training and/or technical assistance to parents and guardians who need it to effectively support their children or charges in distance learning. Training shall be provided in languages that students, parents, and guardians can understand and shall be modified as necessary for parents with disabilities.
- The District shall ensure that meals to students and their families continue. The District shall provide necessary protective gear and safety equipment to employees who will be preparing and distributing meals. Distribution sites should be located throughout the district to ensure that they are easily accessible to students and families who cannot drive to the site. The District shall also deliver meals via school bus routes where appropriate.
- The District shall ensure that all students experiencing homelessness receive full access to distance learning, including iPads, cell phones, a computer, internet access and hard copies of materials. The District shall waive parental/guardian approval requirements as appropriate.

Addition to statement highlighted:

This agreement shall be in place from the date of declared emergency on March 13, 2020 and shall remain in place for **the duration of the 2020-2021 school year until December 31, 2020 or the expiration of this COVID – 19 emergency declaration, whichever occurs later. first.**

SPFE reserves the right to make additional proposals on changes to MOA #1 and MOA #2.