

## MEMORANDUM OF AGREEMENT BETWEEN

### Saint Paul Public Schools AND Saint Paul Federation of Educators

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-2021 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 and in-person learning;

NOW THEREFORE, be it resolved; that for the time period in which the District is operating with both an in-person and distance learning model, the following language supplements the language in the collective bargaining agreements for licensed staff/teachers, educational assistants, and school and community service professionals:

#### **COVID-19 School Building Reopening - Safety and Planning Provisions**

1. Vaccinations: To the greatest extent possible, the district will create a system to prioritize vaccines for in-person educators and staff, then all other educators and staff as they become available, if and when the district controls vaccination distribution and/or scheduling.
2. **Previously Agreed Upon Safety Provisions: Previously Agreed Upon Safety Provisions:** All safety provisions previously agreed to in Memorandum of Agreements between the parties regarding COVID-19 will remain in place while schools operate in an in-person model. This includes provisions on the following:
  - a. Masks, face shields, and other PPE
  - b. Handwashing and sanitization
  - c. Social distancing and work, childcare, and learning spaces
  - d. Daily cleaning and disinfecting spaces being used.
3. **COVID-19 Health and Safety Labor Management Committee:** The parties agree to form a joint labor-management COVID-19 Health and Safety Committee, which will meet weekly to assess topics such as: health and safety conditions and address other concerns or issues, including building/classroom inspections, indoor air quality and circulation, number of COVID-19 cases at school buildings and contact tracing information, possible return to distance

learning based on COVID-19 spread, and compliance with health and safety protocols. The committee will be comprised of at least five and no more than seven SPFE members selected by the SPFE President and at least five and no more than seven SPPS administrators selected by the Superintendent.

4. **Staff Preparation:** SPFE Stewards or designated representatives must be invited to planning meetings regarding return to in person at their site. Plans will be shared with staff at the start of the transition period (i.e. staff returning to building) or at least 10 days prior (whenever possible). A link or hard copy will be available to all staff at any time to reference.
  - a. All staff will have the opportunity to walk through their building to ask questions about distancing plans within 5-10 days prior to students returning to any movement into in-person.
  - b. Elementary teachers will be provided three days to set up their classroom and one principal directed day prior to the first transition into in-person, without any teaching responsibilities during those days, per Executive Order 20-82, paragraph 29. The classroom set up days would occur one time only during the first transition. Two classroom setup days will occur each week in the 2 weeks prior to students' return.
  - c. Secondary teachers will be provided three days (two to setup their classroom and one principal directed day) prior to any transition into hybrid, without any teaching responsibilities during those days, per Executive Order 20-82, paragraph 29. The classroom set up days would occur one time only during the first transition.
  - d. In sites where other district wide programs are housed, the district will move materials in advance of set-up dates.
  - e. Teachers will have access to any new sections created in Campus or the appropriate LMS at least one week prior to beginning in-person classes.
  - f. Staff will be notified of the following COVID-19 related safety precautions ten working days prior to the start of school in-person:
    - The building level COVID-19 coordinator and their role.
    - Members of the Site Safety Team and their roles and responsibilities.
    - School specific protocols for drop off and pick up.
    - School specific protocols for passing time and/or hallway usage.
    - School specific protocols for meal times.
    - School specific protocols for hand washing, bathroom, and hydration station use.
    - Custodian names, contact information, and work schedules.
    - Plans for distributing PPE and replenishing PPE at their site.
    - And other related safety plans for their site or position.

5. **HVAC Systems:** The District shall ensure all HVAC systems follow ASHRAE COVID-19 recommendations, optimizing the supply of fresh air to occupied spaces. Air filters shall be MERV-11 or higher and changed at the recommended intervals. The District will deploy true HEPA filter air purifiers based on individual room usage and needs. For general instructional spaces, the District shall focus HEPA filter purifiers on spaces that the most recent Indoor Air Quality sampling (2018) measured CO2 concentrations of more than 1100 PPM.
  - a. Isolation rooms will have six feet of social distancing between symptomatic individuals when possible. They must have dedicated true HEPA filter purifiers in the space and be sealed off from the building ventilation.
  - b. Staff will be provided with surgical masks if they are required to work with students who are exempt from the face covering requirement due to a medical condition.
  - c. Staff may bring in their own personal HEPA air filters if the District does not provide them based on the qualifications listed above. Any HEPA purifiers staff bring to an SPPS site must be UL listed and have a grounded (3-pronged) plug. Ionized air purifiers will not be allowed because they create ozone.
  - d. To maximize the amount of fresh air circulation into buildings, air handler systems will start running two hours in the morning before the building opens and will continue running throughout the day and for four hours in the evening after the school day ends. All demand control ventilation (DCV) should be turned off and units should be run in occupied status. The building will be considered open at the time that the majority of staff arrive for work. Staff will be notified of the specific times that the air handler systems start and end for their building.
  - e. Non-mechanically ventilated spaces cannot be used for in-person instruction or for workspace occupied by more than one person.
  - f. The following information regarding the ASHRAE recommendations and how building's HVAC system compares will be posted on the SPPS website: the level of MERV filtration for the building and measured CO2 concentrations from the Indoor Air Quality sampling in 2018.
  
6. **Classroom and Workspace Set-up:** Classrooms will be initially arranged to promote-as much social distancing between students as possible, in accordance to the State Safe Learning Plan guidelines dated January 8, 2021, which states "three feet of physical distancing or more is strongly recommended" (p. 11) or current Safe Learning Plan. Educators will follow the State Safe Learning Plan in regards to social distancing.
  - a. **Furniture:** Educators will not be required to move furniture on their own in their classroom or workspace. The District will supply storage and moving of furniture that needs to be removed to accommodate students. The District will also move furniture back upon return to full time in person instruction. Educators are responsible for moving all of their personal

items and are encouraged to remove them from the premises to support maximal space for social distancing.

7. **Transportation and Student Arrival and Departure Plans:** School staff shall have the opportunity to review transportation and student arrival and departure plans at the start of the transition period (i.e. staff returning to building) or at least 10 days prior (whenever possible) to students returning to buildings and provide feedback on the plans.

- a. All buildings will have appropriate plans for students who are dropped off early or not picked up on time. If any plan or instance involves educators working beyond their duty day to assist, they will be paid accordingly:
  - No educator will be required to take an assignment to work beyond the duty day.
  - The normal duty day for Licensed staff starts 15 minutes before the school day and ends 15 minutes after the end of the school day. The normal duty day for School and Community Service Professionals is based on their regular schedule.
  - Educational Assistants will be paid their hourly rate of pay for all time worked in 15 minute increments.
  - The rate of pay for teachers will be “General Assignments” pay as provided for in the collective bargaining agreement of \$23.65/hour. School and Community Service Professionals will be eligible for compensatory time per their collective bargaining agreement.

8. **Mealtime and Passing Plans:** School staff shall have the opportunity to review mealtime and hallway and stairway plans at the start of the transition period (i.e. staff returning to building) or 10 days prior (whenever possible) to students returning to buildings and provide feedback on the plans.

- a. Each plan will include the following:
  - i. Schedules will include enough time for hand hygiene before and after meals.
  - ii. Schedules will include time for sanitizing surfaces.
  - iii. Schedules will preserve duty free lunch time for staff.
  - iv. Space for as much distancing as possible between students, and staff and students, during lunch time.

9. **Bathroom and Hydration Station Plans:** School staff shall have the opportunity to review bathroom and hydration station plans at the start of the transition period (i.e. staff returning to building) or at least 10 days prior (whenever possible) to students returning to buildings and provide feedback on the plans.

- a. Schedules shall include additional time for students to wash hands upon arrival at school and before and after meals.

- b. Schedules shall include additional time for restroom breaks to ensure social distancing measures are followed, as needed.
- c. Schedules shall include additional time for students and staff to use hydration stations to ensure social distancing measures are followed.

**10. Health Screening Protocols:** School staff shall be trained in health screening protocols at the start of the transition period (i.e. staff returning to building) or at least 10 days prior (whenever possible) to students returning to buildings and provide feedback on the plans.

- a. The District shall use screening methods as defined by MDH and CDC. Visitors will be limited. Screening signage and ongoing education will promote people staying home if they are sick.
- b. Staff with symptoms of COVID-19 should be sent home and told to make a report using the online reporting system. Students with symptoms of COVID-19 will be evaluated in the health office and follow the isolation protocol accordingly. Staff or students known to have had close contact with someone who tested positive for COVID-19 shall be sent home and quarantined according to MDH guidelines.
- c. With COVID-19 positive cases, reports will be reviewed by SPPS Health and Wellness and close contacts will be determined and notified in partnership with MDH. Students and staff at that site will be notified according to the COVID-19 Communications Protocol. The SPPS COVID-19 Dashboard is available as a resource to share positive cases in students and staff.
- d. No person will be subject to discipline or retaliation for sharing information that they have tested positive for COVID-19.
- e. Upon notification that a staff member has come into close contact with a person who has tested positive for COVID-19, as identified by MDH or Student Health and Wellness, the District shall permit that person to work remotely until the end of a quarantine period, as established by MDH. If no remote work is available, the individual shall remain on quarantine leave, as provided and prescribed by their collective bargaining agreement, instead.
- f. Educators may refer students to the Health Office at their discretion, when symptoms of illness are present.
- g. Every effort will be made to have a Licensed School Nurse and/or Health Assistant when students are present to support evaluation of illness and exclusion procedures. Programs with medically fragile students will be prioritized when making LSN staffing adjustments. Back up nurses will be available by phone consultation if a school nurse or health assistant is not available. Additional onsite designees will be identified and trained in health and safety guidelines.
- h. SPPS reserves the right to temporarily reassign all Licensed School Nurse and Health Assistant assignments throughout the pandemic to address

shortages in health office coverage due to quarantine, isolation or other leaves of absence. As much notice will be given to affected staff as possible.

11. **Testing:** Saint Paul Public Schools will offer optional COVID-19 saliva testing per guidance from MDE in the Safe Learning Plan. In addition, staff are encouraged to utilize other free testing options available.
12. **Personal Protective Equipment (PPE):** In the non-hybrid/in-person learning environment, educators will be provided the following PPE: masks, face shields and portable barriers for each classroom and to use in other spaces.
  - a. Educators can request additional PPE as needed.
  - b. Educators shall be allowed to wear scrubs and/or other easily washable professional attire.
  - c. Masks will be strongly encouraged for PreK students and required for all K-12 students except for those with a documented medical exemption and/or exclusion documentation in a special education plan in accordance with the Safe Learning Plan.
    - i. PreK teachers will be provided with medical grade masks when role(s) requires work in prolonged, close contact per the Safe Learning Plan.
    - ii. If Pre-K students are unwilling to wear masks, teachers will be supported to adjust their direct interaction/instruction with that student until consistent mask wearing behaviors improve.
  - d. If the government provides additional funding, supply and guidance for PPE, the parties will meet to discuss providing additional PPE to educators.

### **COVID-19 School Building Reopening-Scheduling and Workload**

13. **Specialists:** Specialists may have a combination of in person and VLS class assignments, but no more than a regular specialist schedule.
  - a. Specialists may provide instruction primarily through DL modalities for the remainder of the 2020-2021 school year. In-person instruction will allow for on-site support & some supplemental activities.
    - i. Specialist VLS coursework may be created as asynchronous or synchronous as necessary to be as effective as possible for each educator's content area and students.
    - ii. There will be 50 minutes allotted for each VLS and in-person section assigned to a specialist within their daily schedule.
  - b. Each specialist will be provided with a budget of \$750 for additional supplies to support in-person learning.
  - c. Specialists will receive a one-time stipend to be paid at the end of the school year of an additional \$750.00 to support their in person and VLS

class assignment. The amount will be prorated based on the staff member's FTE.

14. **Substitutes:** The district will continue to honor Article 9, Section 9 Contract Teachers as Substitutes. *Teachers on Call will be the district's primary focus of securing substitutes.* The district will share the District Substitute Plan with SPFE Leadership.

- a. Itinerant TOSAs who are assigned to work with specific schools will be assigned to substitute only at their assigned schools; except in exigent circumstances.
- b. VLS teachers will not be asked to substitute in person.
- c. Existing building substitutes should be fully assigned to ensure coverage.
- d. Human Resources is expanding the pool of temporary substitutes and will assign them to clusters of schools.
- e. Data will be analyzed in the Labor Management Committee on a weekly basis to review sub coverage and guide the redirection of specific resources as described below:
  - i. The LMC will gather Tier 1 and Tier 2 sub rotation plans from schools to review and provide feedback. The goal of this process will be to give guidance to buildings in creating equitable rotation plans and to proactively give suggestions on when schools should consider calling Tier 3 substitutes. Additionally, the LMC will work together to problem solve issues or concerns that emerge with substitutes.
  - ii. Based upon the impact on building's unfilled positions, building substitutes that were assigned as part of the last contractual settlement will be reassigned for the following week and deployed accordingly.
  - iii. Based upon usage, unfilled positions, and to ensure equity in assignments, Tier 3 assignments will be shifted to sites demonstrating the greatest need.
- f. Where TOC, building substitutes, and the temporary pool have been maximized, emergency substitute coverage takes place in three tiers, described in more detail below:
  - i. Tier 1 – Schools have a plan to internally address any temporarily unfilled positions in a way that equitably shares coverage among categories of licensed staff at their building,
  - ii. Tier 2 – Schools may request internal ML and SpEd teachers to join in providing emergency coverage. These options should be implemented only if all Tier 1 possibilities are exhausted. They are a temporary (low frequency and short duration) bridge until Tier 3 or other assistance arrives

1. Special education teachers may provide coverage for special education only and should be prioritized to cover the Fed III programs.
    2. Special education Fed III educators are not included in substituting plans due to liability and need of oversight for students with significant needs.
    - iii. Tier 3 –The district will assign licensed staff in district positions to Tier 3 to provide additional sub support for buildings. These staff may be called on to substitute in emergency situations in a centrally managed process, for assignments of up to five consecutive days.
  - g. As part of Tier 1 (building level plans):
    - i. Learning Leads may be asked provide substitute coverage 1 day per week within their assigned building in lieu of their contracted 20% for direct instruction
    - ii. School and Community Service Professionals and EAs may supervise classes in person as a licensed teacher provides instruction remotely. The teacher and EA will mutually work out the balance of synchronous/asynchronous delivery and support.
15. The district will attempt to provide differentiated work options and more educationally sound remote and in-person learning. Per Emergency Executive Order 20-82, these conversations will prioritize the assignment of fully remote teaching as available to members who do not meet ADA accommodations but who are in the following groups, in order of priority:
- a. Educators in a high-risk group as defined by the CDC.
  - b. Educators with a household member that is at high risk as defined by the CDC.
  - c. Educators with a verifiable childcare issue due to COVID-19 related closures, per the FFCRA
- It is recognized that not all requests will be able to be accommodated.
16. Teachers can use their discretion to provide occasional supplemental recess during the school day in alignment with the school recess schedule to ensure coordination and safety.
17. Schedules will include time in between classes of different students for educators (such as elementary specialists) to disinfect materials and spaces. Instructional time may be utilized to address cleaning or sanitizing during transitions.
18. 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.

19. Bilingual EAs providing language support, who request of their supervisor to work additional hours in order to assist families, students, and educators, will not be denied hours, up to 40 hours per week, unless there are safety concerns. Overtime hours for EAs or compensatory flex time for SCSPs may be approved per the collective bargaining agreement for interpreters (EAs and SCSPs). SPFE and the District will commit to review the requests for overtime after 1 month to discuss issues either party may feel are present.
20. Per Emergency Executive Order 20-74, in the event educators can conduct meetings such as PLCs remotely, or work on tasks that do not require them to be in the building, they can work remotely. All staff meetings will be conducted on a virtual platform. The District shall minimize requiring in-person professional development. NVCI and building safety training may be in person. Educators must be present at school when their students are in attendance.
21. Educators may request personal microphones or voice-amplifying devices to facilitate being heard while wearing masks and shields. For requests made outside of the ADA accommodation process, priority will be given to educators who work in a building or space without AV equipment with voice amplification capabilities. The parties acknowledge that the district may not be able to fulfill all requests.
22. Staff may be assigned to drop off materials at homes. School staff shall not enter a student's home. Staff and families shall follow current MDH and CDC Guidance. Any other duties that involve staff visiting homes will be discussed at the COVID-19 Health and Safety Committee before being assigned. Staff should follow recommendations provided in the Guidelines for In-Person Student and Family Contact or Services document which includes a breakdown of protocol to follow.
23. SPPS Human Resources will meet with SPFE leadership and staff ten days prior to students starting in person to review all staffing reassignments and adjustments due the transition into in-person. The parties will meet to discuss any proposed staffing adjustments, if necessary.
24. 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.
25. The District shall make every effort to fully utilize the teaching force to avoid education grade level combination classes for in-person and virtual learning.

26. EL teachers, academic support teachers, general education counselors, social workers, or any educator conducting groups with students responsible for teaching small groups will be provided with adequate teaching space arranged in accordance to the most current State Safe Learning Plan guidelines. Special Education staff are required to follow the IEP/IFSP in accordance to location of service to meet the least restrictive environment requirements. If space cannot be provided in accordance to the most current State Safe Learning Plan guidelines, teachers will be allowed to teach small groups via distance learning. Educators will work with their principal to determine when they need to be on site if they are doing some groups virtually. Administrators will provide space arranged in accordance to most current State Learning Plan guidelines for social distancing of participants for special education service providers to meet student IEPs/CLPs.

27. With the exception of the required asynchronous EL professional development modules, Cultivating Asset Based Practices for Multilingual Learners, the remaining professional development days in the 2020-21 school calendar will be used for teachers and other staff to have dedicated time to modify and create instructional materials. Optional asynchronous professional development will be made available to support distance learning work.

28. The district will follow Executive Order 20-94, paragraph 8 to ensure everyone's safety and mask wearing compliance.

29. Class sizes

- a. In acknowledgement of the workload of VLS classroom staff, the district will provide VLS teachers:
  - January 25-28, 2021 are scheduled as three teacher directed planning days, during the transition away from all school distance learning, to set up their classroom, to meet with their team, review and learn any new curriculum, and review their new class roster.
  - Teachers will continue to follow item J in the Distance Learning MOA.
  - Teachers will decide what grades to report on the elementary report card for any term they are teaching.
- b. Any VLS section projected to be above the agreed upon class size cap will have a class size mtg to consider an overage and discuss possible supports.
  - Each building will implement a process that includes teacher voice and input as discussions occur around shifting students and determining class rosters. The District shall make every effort to fully utilize the teaching force to avoid education grade level combination classes in elementary schools. No teacher shall be required to teach a split of more than three grade levels.

- In acknowledgement of the workload of VLS classroom staff, the district will provide VLS teachers:
- Three teacher directed planning days, during the transition away from all school distance learning, to set up their classroom, to meet with their team, review and learn any new curriculum, and review their new class roster.
- Autonomy to create their own VLS schedule, coordinated with specialists. (see item J in the Distance Learning MOA)
- Teachers will decide what grades to report on the elementary report card for any term they are teaching.
- Non-tenured teachers who are working with a PAR CT will not be required to turn in lesson plans.
- Workload will be a standing agenda item and there will be problem solving dialogue in our monthly SPFE Teacher PIC where the district will prioritize a response.

29. CPI training with PPE and COVID-19 protocols will be provided to staff who are due for renewal and/or are new to SPPS before they will be required to complete a physical hold. Enrollment priority will be given to staff who are phasing into in person learning. Opportunities to complete the physical portion of the training in PPE will be provided for staff who are interested.

30. The district may hold in-person PD related to COVID safety training and protocol that cannot otherwise be done virtually.

31. The district will follow MN Department of Education's guidance regarding virtual and/or in person IEP meetings. Educators can conduct due process meetings and meet and collaborate on a student's IEP virtually whenever possible. The MN Department of Education guidance regarding virtual and/or in person IEP/ due process meetings also pertains to special education interpreters.

32. Personal Protective Equipment (PPE): During in-person learning environment, special educators will have PPE when:

- a. Providing direct or 1:1 services with students who are unable to socially distance
- b. Working in the ECSE self-contained classrooms, K-12 Federal Setting III program (ASD, DCD, EBD) and/ or a Federal Setting IV Building (Bridge View, RiverEast, Focus Beyond, Journeys).
- c. Home/ Child Care visits (when it is safe to do so)
- d. Special educators will have PPE (surgical mask, face shield, gloves, and gowns) when they are supporting:
  - Hygiene/ toileting needs
  - Feeding
  - Exposed to other bodily fluids

- During physical holds
  - In accordance to the CDC guidelines, no face to face contact will occur if adequate PPE (and adequate amounts for changes needed throughout the work period) is not present.
- e. Itinerant educators who have to travel between buildings within a school day will be provided with appropriate PPE for each assignment in accordance to MDH and CDC guidelines on required PPE.
  - f. Itinerant educators who have to travel between buildings within a school day will be provided with appropriate PPE for each assignment in accordance to MDH and CDC guidelines on required PPE.
  - g. At the start of the transition period (i.e. staff returning to buildings) or at least 10 days prior (whenever possible) to students returning, building administration and special education staff will review plans and protocols for responding in PPE to calls for assistance when a physical hold is necessary.

33. Child study teams will be able to provide input on case management assignments for their site and how to manage distance learning/virtual school and in-person learning at the same time. Decisions will be based on staffing availability and students' enrollment in the virtual school or in-person learning.

**Virtual School During Dual VLS and In-Person Model**

34. Staff assigned to a virtual school assignment will follow the MOA language negotiated for Distance Learning between the two parties.

35. Any staff teaching VLS students will continue to get 30 additional minutes of preparation time per day in accordance with Executive Order 20-94.

**Other Provisions**

36. 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.

37. Teachers and Educational Assistants will be allowed to donate sick leave to the sick bank beyond the donation limitations for the 2020-21 school year. Any donated unused sick leave will not be returned to employees.

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 for the duration of the 2020-2021 school year. The parties acknowledge that conditions may require the district to continue to operate in both an in-person and distance learning model for the fall of 2021. Prior to the 2021-22 school year,

the parties will meet to review prior agreements, propose and may agree to any changes, and may enter into a new agreement for the 2021- 2022 school year if the district continues to operate in both models due to COVID-19. The parties acknowledge that this MOU is not precedent setting.

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:

Dated:

Dated: