

**MEMORANDUM OF AGREEMENT REGARDING REMOTE LEARNING**

**TEACHER CONTRACT  
EDUCATIONAL ASSISTANT CONTRACT  
SCHOOL AND COMMUNITY SERVICE PROFESSIONAL CONTRACT**

This Memorandum of Understanding by and between Saint Paul Public Schools ("Employer") and Saint Paul Federation of Educators ("Union"), collectively referred to hereinafter as "the parties". This Memorandum of Understanding sets forth the protocol and terms that the Parties have agreed upon with regard to the possibility of remote learning due an emergency closure due to COVID-19 or severe weather.

1. Definitions:

- a. Remote Learning: An umbrella term to describe any learning that takes place through an online learning management system on e-learning days, digital learning days, or during distance learning as defined below.
- b. E-Learning Day: An unscheduled or election day online learning day; a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. \*Limit of 5 per year State Statute 120A.414
- c. Distance Learning: Online learning where students have access to appropriate educational materials and receive daily interaction as defined below with their licensed teacher(s) for a temporary period.
- d. Digital Learning Day: Pre-scheduled days on the school calendar. Learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- e. Virtual Instruction: Virtual instruction is not remote learning. During virtual instruction a teacher, who is in isolation/quarantine due to COVID-19 and not ill, is working remotely with students who are in a classroom with a substitute.
- f. Health-related closure: A temporary closure of in-person instruction for a classroom, multiple classrooms, school, program, or the entire district due to the spread of COVID-19 and/or the need to quarantine.
- g. Severe weather closure: A temporary closure of all district buildings due to temperature, wind chill, snow, ice, hazardous roads or other inclement weather conditions.
- h. Other emergency closure: A temporary closure of all district buildings due to an emergency not related to weather or COVID-19 quarantines.

## 2. E-Learning Day/Distance Learning Set-up:

- a. Teachers shall have their learning management system set up for their students at the start of the school year (SeeSaw, Schoology, etc).
- b. Teachers shall have two hours the morning of an emergency e-learning day to upload lessons for students.
- c. There will be one day of preparation for any transition into distance learning due to health-related or other emergency closures for teachers to prepare and start uploading lessons for students.
- d. Each time the district chooses to move a classroom, school, or the entire district into distance learning in the case of health-related or other emergency closures, all teachers preparing online lessons shall be paid four (4) hours at their hourly rate.

## 3. Parameters for Remote Learning: Schools will draft a student schedule for possible e-learning days at the start of the school year. In the event of any remote learning, school-based teachers and other special education service providers will engage students via remote instruction meeting the following guidelines:

- a. On e-learning and distance learning days teachers will be required to communicate and post office hour times on Seesaw, Schoology, or any other learning management system being used by a school or program. The synchronous requirements are as follows:
  - i. Each elementary teacher will schedule, at a minimum, one academic opportunity per day and one social emotional contact per day for elementary students to participate in small or whole group instruction.
  - ii. Each teacher will post one half hour for office hours on e-learning days.
  - iii. Each teacher will post two hours of office hours per each week during distance learning.
  - iv. Each teacher will respond to individual requests for connection.
  - v. Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.
  - vi. Special Education teachers and service providers will use e-learning days as paperwork days or meet with individual students as they see fit.
  - vii. Special Education teachers and service providers will provide services remotely during distance learning as determined by the IEP team.
  - viii. 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.
- b. Educators will be able to work remotely on e-learning days.
- c. Educational Assistants and School and Community Service Professionals will be assigned work by their immediate supervisor that can be done from home on e-

learning days, for example checking-in with students and families, completing paperwork, or supporting a classroom throughout the day.

- d. Educators will work with their principal to discuss their options to work remotely or to work on site during a distance learning period, unless they have been directed to quarantine at home. If an educator is on-site for distance learning they will not be assigned additional work during the school day that they would not otherwise have on their schedule.
  - e. At no time shall teachers be required to teach in person and distance learning students simultaneously or record in-person lessons. Schedules shall not be constructed in such a way where a teacher is responsible for responding or attending to a group of students in an in-person setting and a distance setting at the same time during the duty day.
  - f. If the teacher and class are both quarantined, and the teacher is unable to teach due to illness, the building should request a substitute for virtual instruction and the classroom teacher shares lesson plans as outlined below in #6.
4. Additional Learning Scenarios for when only the Classroom Teacher is in Quarantine/Isolation:
- a. Scenario 1: If only the teacher is quarantined/ isolated, then the building should request a substitute and the classroom teacher continues to provide lesson plans and virtual instruction as outlined below in #5 and #6.
  - b. Scenario 2: If only the teacher is quarantined and is unable to teach due to illness, the building should request a substitute for in-person instruction and the classroom teacher shares lesson plans as outlined below in #6.
5. Parameters for Virtual Instruction: Teachers who are engaged in virtual instruction will partner with a substitute teacher who will provide lessons to in-person students.
- a. Virtual instruction does not mean the teacher will be on-screen all day working with students. Substitutes will engage in instruction with students in-person with guidance and lesson plans provided by the teacher engaged in virtual instruction.
  - b. The teacher engaged in virtual instruction may:
    - i. Provide instruction to small groups in Google Meets,
    - ii. Write lesson plans for substitutes and post them to Schoology or Seesaw,
    - iii. Make themselves available during the school day.
6. Lesson Plans: Each week, teachers will have lesson plans available upon request for the current week per the Lesson Plan Procedures Statement of Intent in the Teacher collective bargaining agreement. Teachers will not be required to provide additional lesson plans if they are out sick.
7. COVID Safety Labor Management Committee:
- a. The parties agree to have a weekly LMC meeting when community transmission of COVID-19 is “substantial” or “high” per the [CDC guidelines](#) to discuss safety of students and staff and any possible movement into distance learning.

- b. Per CDC guidance, the following factors will be taken into account when making decisions about health-related closures and movement into distance learning for students:
  - i. The numbers of COVID-19 cases among students, teachers, and staff, and number of people in quarantine,
  - ii. Compliance with prevention strategies, and
  - iii. Levels of community transmission.
- c. Instruction will be prioritized over any other in-person activities. While community transmission is high, considerations to limit extracurricular activities and social gatherings will first be implemented to help maintain in-person instruction.

8. Duration. This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current collective bargaining agreement (“CBA”) between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA unless expressly identified as such. This agreement will sunset on July 1, 2022.