

TENTATIVE AGREEMENT 10.27.21

MEMORANDUM OF AGREEMENT REGARDING REMOTE LEARNING

TEACHER CONTRACT

(see page 6 for EA and SCSP agreement)

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 online learning as defined below.
- b. **e-Learning Days:** An unscheduled remote 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 \[link added\]](#)
- c. **Digital Learning:** Pre-scheduled days on the school calendar. Learning is 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. For example, Election Day. [State Statute 124D.095](#)
- d. **Online Learning:** Full days online. A form of digital learning delivered by a department-approved online learning provider under state statute. [State Statute 124D.095](#)
- e. **Temporary Shift to Online Learning:** A short-term shift to online learning due to health related or emergency circumstances. This may apply to a classroom, multiple classrooms, school, program, or the entire district due to the spread of COVID-19 and/or the need to quarantine.

2. SPPS Instructional Expectations

This section describes day to day instructional expectations and how these guidelines apply to e-learning days (formerly called Inclement Weather or Snow Days), digital learning day (Election Day or 6-8 students in a K-8 building), and temporary shifts to online learning (quarantine days or other emergencies).

- a. All teachers shall set up their learning management system (Schoology, SeeSaw) at the beginning of the school year.
- b. SPPS shall maintain a repository of lessons to support these expectations.
- c. 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 remote learning setting at the same time during the duty day. Additionally, teachers are not required to do the following:

- i. Teach students in person and online simultaneously.
- ii. Record in-person lessons with students to post in the learning management system or send to students.

3. Guidelines for e-learning days:

- a. Parameters for e-learning days will follow State Statute 120A.414 requirements including:
 - i. A plan for e-learning days established and communicated at the beginning of the school year
 - ii. Notice at least two hours prior to the normal school start time that students need to follow the e-learning plan for that day
 - iii. Full access to online instruction provided by students' individual teachers in order to count as a day of instruction.
- b. Teachers will host a morning meeting (elementary) or advisory (secondary) on eLearning days. Instructional eLearning day activities are extension of in-person learning. Teachers may send home instructional materials for students to use on eLearning days offline.
- c. The synchronous requirements for eLearning days are as follows:
 - i. Each elementary teacher will schedule, at a minimum, a total of one hour in the morning and one hour in the afternoon for students to engage in synchronous activities. Prioritizing a short morning meeting, math, and literacy instruction. (120 minutes)
 - ii. Each PreK teacher will schedule synchronous and asynchronous instruction that matches the early childhood workshop model.
 - iii. Secondary schools will follow a predetermined schedule approved by the district and post a synchronous time schedule and when teachers are available to assist and support student learning. Teachers will provide a total of two hours of synchronous instruction. (120 minutes)
 - iv. Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.
- d. Each teacher will respond to individual requests for connection.
- e. Special Education teachers and service providers will provide synchronous services as determined by the IEP.
- f. Educators will follow the content scope and sequence and 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.
- g. Educators will be able to work remotely on e-learning days.
 - i. If an educator decides to work on-site, they will not be assigned additional work during the school day that they would not otherwise have on their schedule.
- h. Since not all ECSE students have iPads, the ECSE B-3 and inclusion programs would reschedule to another day to ensure all students have

their IEP minutes met.

4. Guidelines for Digital Learning Days

- a. Teachers will host a morning meeting (elementary) or advisory (secondary) on digital learning days.
- b. The synchronous requirements for digital learning days are as follows:
 - i. Each elementary teacher will schedule, at a minimum, a total of one hour in the morning and one hour in the afternoon for students to engage in synchronous activities, prioritizing a short morning meeting, math, and literacy instruction. (120 minutes)
 - ii. Each PreK teacher will schedule synchronous and asynchronous instruction that matches the early childhood workshop model.
 - iii. Secondary schools will follow a predetermined schedule, approved by the district and post a synchronous time schedule and when teachers are available to assist and support student learning. Teachers will provide a total of two hours of synchronous instruction. (120 minutes)
 - iv. Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.
- c. Educators will follow the content scope and sequence and 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.
- d. Educators can work remotely during digital learning days if they have the appropriate materials and technology to support student engagement and instruction. Educators will notify principals of their work location prior to the digital learning day.
- e. If an educator is on-site for digital learning day they will not be assigned additional work during the school day.
- f. The ECSE B-3 and inclusion programs provides special education services in multiple locations (home, daycare, community sites, SPPS Sites, etc). Due to the location of services and individualized calendar, ECSE educators may:
 - i. Complete home and site visits outside of a SPPS site as they would on a normal school day, or
 - ii. Reschedule to another day to ensure all student have their IEP minutes met, and
 - iii. As in a regular workday, time not spent in home or site visits will be used for other professional responsibilities.

5. Guidelines for a Temporary Shift to Online Learning

- a. There will be one day of preparation for any transition into a temporary shift to online learning due to health-related or other emergency closures for teachers to prepare and start uploading lessons for students. Teachers will post asynchronous activities for this day, which may be from the

district lesson repository. Teachers will offer a SEL/synchronous morning meeting/Advisory/Foundation at the beginning of the day and complete attendance.

- b. When a Classroom Teacher is in Quarantine/Isolation
 - i. If only the teacher is quarantined/ isolated:
 - The building should request a substitute and the classroom teacher continues to provide lesson plans and online instruction.
 - Substitutes will engage in instruction with students in-person with guidance and lesson plans provided by the teacher engaged in remote instruction.
 - The teacher in quarantine/isolation will not be expected to be on-screen all day working with students.
 - The teacher may:
 - a. Provide instruction to small groups in Google Meet,
 - b. Write lesson plans for substitutes and post them to Schoology or email them to a designated staff at their site.
 - c. Make themselves available during the school day.
 - ii. If only the teacher is quarantined and is unable to teach due to illness:
 - The building should request a substitute for in-person instruction
 - The classroom teacher shares lesson plans for the current week, as with other illnesses.
- c. The synchronous requirements for temporary shifts to online learning are as follows:
 - i. Each elementary teacher will schedule, at a minimum, a total of one hour in the morning and one hour in the afternoon for students to engage in synchronous activities, prioritizing a short morning meeting, math, and literacy instruction. (120 minutes)
 - ii. Each PreK teacher will schedule synchronous and asynchronous instruction that matches the early childhood workshop model.
 - iii. Secondary schools will follow a predetermined schedule approved by the district and post a synchronous time schedule and when teachers are available to assist and support student learning. Teachers will provide a total of two hours of synchronous instruction. (120 minutes)
 - iv. Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.
- d. Each teacher will respond to individual requests for connection.
- e. Special Education teachers and service providers will provide synchronous services as determined by the IEP.
- f. Educators will follow the content scope and sequence and 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.

- g. Educators will be able to work remotely during a temporary shift to online learning.

6. COVID Safety Labor Management Committee:

- a. The parties agree to have a weekly LMC meeting scheduled 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 online learning. SPPS will follow CDC guidance when making decisions about any possible movement into online learning due to the spread of COVID-19. Parties may jointly decide to cancel the meeting.

- 7. Duration. This MOU is a 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.

St. Paul Public Schools

Union Representative

Date

Date

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.

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 - e. **Temporary Shift to Online Learning:** A short-term shift to online learning due to health related or emergency circumstances. This may apply to a classroom, multiple classrooms, school, program, or the entire district due to the spread of COVID-19 and/or the need to quarantine.
2. For e-learning days, Educational Assistants and School and Community Service Professionals will be assigned work by their immediate supervisor that can be done from home, for example checking-in with students and families, completing paperwork, or supporting a classroom throughout the day.
 3. For Digital Learning days, Educational Assistants and School and Community Service Professionals will report for duty on-site. Work expectations for digital learning days will be in line with employee's job duties.
 - a. ECFE EAs will work their regular scheduled hours on digital learning days. EAs will connect with families, have integrated meeting time, or attend professional development that is offered. ECFE EAs educators can work remotely during digital learning days if they have the appropriate materials and technology to support student engagement and instruction. Educators will notify their supervisor of their work location prior to the digital learning day.

- b. Discovery Club EAs will be on site to serve students on digital learning days for non-school day programming. Staff will work non-school day shifts. Discovery Club EAs will not be expected to replace educational services on digital learning days.
 - c. ECSE EAs will continue to support home and site visits outside of SPPS sites as any other student contact day or they would adjust their schedule to another day to align with the ECSE teacher.
4. COVID Safety Labor Management Committee:
- a. The parties agree to have a weekly LMC meeting scheduled 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 online learning. SPPS will follow CDC guidance when making decisions about any possible movement into online learning due to the spread of COVID-19. Parties may jointly decide to cancel the meeting.

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