**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**White Bear Lake Area Schools, ISD #624**

**AND**

**White Bear Lake Area Educators, Local #7286**

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-21 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 distance learning, in-person or hybrid instruction that combines distance learning and in-person instruction require new considerations with respect to public health and staff and student safety;

WHEREAS Executive Order #20-82 requires the parties to bargain over the aspects of reopening that relate to terms and conditions of employment;

NOW THEREFORE, be it resolved; that for the 2020-21 school year, the following language supplements the language in the collective bargaining agreement between the parties.

**I. Formation of Advisory Council**

To address immediate and ongoing health and safety, instructional, operational, and community need and concerns, the District and Union with will convene a group of representatives from sites across the district and a variety of job classifications to jointly determine district needs, responses, and recommendations for safe and equitable instruction and employment related to the COVID-19 pandemic. The Union and District shall each ensure that Advisory Council participants are empowered to make recommendations on behalf of their respective stakeholders.

Pursuant to the Minnesota Safe Learning Plan, the Advisory Council is responsible for reviewing models of instruction in the context of the local epidemiology of COVID-19 and assessing preparedness to implement all required health practices under the model. This team will also be responsible for making the determination about the appropriate learning model.

The Advisory Council efforts are based on the following shared interests:

1. Meeting the diverse educational, social emotional needs of all students.
2. Protecting the safety of all students and staff.
3. Acknowledging the expertise of district staff on how to innovate to meet student needs through individual and collaborative creativity and ingenuity.
4. Providing as much flexibility as possible to allow for adjustments in the delivery of education to students based on mandates or recommendations from governmental and public health entities.
5. Providing as much consistency as possible in the instructional schedules regardless of the degree to which education and learning occur remotely, in-person or in a hybrid setting.
6. Allowing for candid and constructive conversations among district staff so that “course corrections” can occur quickly and with the least amount of disruption to teaching and learning.

The team shall meet at least weekly during the duty day. Time at meetings that cannot take place during the regularly-scheduled duty day due to extenuating circumstances will be paid at the educators’ hourly rate of pay.

**II.** **Public health guidance and governmental mandates**

A. 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 shall follow all

Executive Orders related to distance learning or school operations.

B. Pursuant to the Governor’s Safe Schools Plan and Executive Order 20-74, and exclusive of on-site duties during

hybrid-learning: “all employees who can work from home must work from home.”

C. The union-district Advisory Council will discuss guidance from the Center for Disease Control (CDC),

Minnesota Department of Health (MDH), Minnesota Department of Education (MDE), Minnesota Department of Labor and Industry (DOLI) and other relevant agencies to determine plans based on federal and state guidance.

**III.** **Health and safety provisions**

**A.** **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 disposable face coverings for individuals who do not have one on a given day.

2. Individuals who qualify for an exemption from the mask mandate shall wear a face shield. 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. The district will provide a comprehensive plan for how administration will address instances of

mask/shield non-compliance. The district shall require training with due compensation for all staff on

ways to promote compliance and de-escalation of situations involving non-compliance.

4. Licensed school nurses 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 or KN95 respirators. The

district shall provide paid time for staff working in health offices to be fit-tested for their N95 or KN95

respirator.

5. Per the Minnesota Department of Health’s 2020-21 Planning Guide for Schools the district shall, “create

a process for… staff to self-identify as high risk for illness due to COVID19. Have a plan in place to address requests for alternative learning arrangements or work reassignments.” Educators who self-identify shall be provided with N95 or KN95 respirators upon request. The district shall provide paid time, during workshop and planning week, for staff to be fit-tested for their N95 or KN95 respirators.

6. The district will seek and follow CDC guidelines to identify settings in which face shields, gloves,

protective smocks to wear over clothes, Plexiglas shields or other personal protective equipment (PPE)

are advised. The district shall provide an adequate supply for all staff assigned to the identified settings.

7. Dress Code: Educators shall be allowed to wear scrubs and/or other easily washable professional attire.

8. Prior to the beginning of the school year, the district shall provide paid training for all staff on the

appropriate and safe way to use all PPE. Educators shall have access to additional training if so desired

and available.

**B.** **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 and sanitary drying equipment;

2. Every classroom without a sink shall be provided hand sanitizer;

3. Non-classroom workspaces and learning spaces shall be provided hand sanitizer;

4. Hand sanitizer or portable hand washing stations shall be provided at main entrances and high ingress and

egress points;

5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and

restocked as needed and prior to the beginning of each day.

Students, employees, and visitors shall be expected to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

**C.** **Daily Cleaning and Disinfecting**

1. The District shall ensure that all classrooms and workspaces when frequented by students, are

cleaned, disinfected, and sanitized 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. The District shall ensure that all restrooms (staff and student) are cleaned and disinfected. Student

restrooms will be cleaned and disinfected twice daily. Staff restrooms will be cleaned and disinfected

daily; at the WBLAE’s request the District shall provide cleaning supplies in staff bathrooms. Documentation of this cleaning will be posted on the door and updated with date and time.

3. The union and district shall ensure that all cleaning that occurs during the day causes the least amount of

instructional or preparatory disruption possible.

4. The district and union shall jointly identify when, where, and how educators will be involved in cleaning,

disinfecting, and/or sanitizing school environments. Educators will be trained in appropriate and safe

cleaning protocols.

5. District employees will be provided with all necessary equipment and supplies to safely perform these

responsibilities.

**D.** **Heating, ventilation, and air conditioning (HVAC) systems**

1. 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 when possible, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall follow CDC guidelines and be MERV-13 or higher when possible and changed at the recommended intervals.

2. Spaces without adequate central HVAC, according to CDC guidelines, shall be equipped with low noise

HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

**E.** **Physical distancing requirements**

1. Classroom space: The District shall ensure minimum physical distancing of six (6) feet between student

workspaces, between educator and student workspaces, and between employee workspaces.

Classrooms will be set up to maximize space between students but at no time will staff or students be

required to be in a space where there is six (6) feet or less feet between them, with the exception of

stakeholders transitioning to another space.

2. Student lunch: If students stay in classrooms for lunch, the District shall compensate supervising

educators one half (50%) of the extended employment rate ($31) for this lunch duty. Educators are still

entitled to duty-free lunch per Article VII, Section 5 of the Master Agreement.

3. Staff meetings: The District shall not require in-person staff meetings or professional development if

those can be effectively accomplished within a virtual model. If in-person is required, the district

shall ensure a minimum of six (6) feet of physical distance between all employees for the duration of the

meeting and for entering/leaving the meeting.

**F.** **Health screening protocols**

1. The District shall use appropriate screening methods as defined by MDH and CDC. Visitors with any

symptom consistent with COVID-19 shall be denied entry or be asked to leave.

2. In accordance with our district’s equity commitment, families and staff shall be provided with a

thermometer as soon as possible upon request.

3. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a

person with COVID-19 shall be sent home or sent to an isolation room (care zone) on site pending travel home as directed by MDH or regional response team.

4. Upon notification that an employee or student has been infected with COVID-19, the COVID

Response Team will initiate contact tracing in partnership with the Minnesota Department of Health

and/or the Regional Response Team. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Union of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

The District shall ask an infected staff member’s permission to share their identity with other staff so they

may independently assess their level of exposure. An individual who gives permission to the district to

share their identity under this paragraph must do so in writing. The district agrees that no person will be

subject to retaliation for a failure to give permission to share their identity.

Upon notification that a staff member has come into close contact with a person who has been infected

with COVID-19, as identified by MDH or the Regional Response Team, the district shall permit that person to work remotely until the sooner of a) the voluntary disclosure of a negative COVID-19 test; and b) the end of a quarantine period, as established by MDH or the Regional Response Team. If no remote work is available, the individual shall remain on paid administrative leave instead.

5. Educators may refer students to the Health Office at their discretion, when symptoms of illness are

present.

**G.** **Self-administration of COVID-19 testing**

1. The District shall ensure that the COVID-19 testing protocols laid out by the state of Minnesota in the

Safe Learning Plan are followed.

2. Educators shall not be required to administer COVID-19 tests to students or other staff. Licensed school

nurses for whom testing is part of their scope of practice may perform tests, as recommended by MDH.

**IV.** **Employee leaves**

A. Educators who are required to quarantine, on recommendation of the Minnesota Department of Health or

Regional Response Team, but who are not ill themselves shall be permitted to work remotely.

B. The District shall provide paid leave for educators who are required to quarantine, on recommendation of the

Minnesota Department of Health and/or Regional Response Team; educators shall not be required to use personal

sick days when quarantining.

1. Active educators shall have access to all existing sick leave benefits under Article XII, Section 1 of

the collective bargaining agreement. During the duration of a pandemic declared by the Center for

Disease Control, all sick leave will be credited up front.

2. Employees shall have access to additional leave for special circumstances under Article 12, Section

1 of the collective bargaining agreement. An educator returning from approved FMLA leave related to

COVID, who has used their accrued time off and who has exhausted their accrued paid leave account shall have their paid leave account credited with two (2) days to ensure they have a minimum of two (2) days paid leave upon return.

3. Additional leave needed will be provided under the Emergency Family and Medical Leave

Expansion Act (EFMLEA) and Family and Medical Leave Act (FMLA).

4. Health insurance benefits under Article XI of the Master Agreement will continue in accordance and

with State or Federal law.

D. Any employee who takes a leave of absence this year shall be eligible to participate in any early retirement

incentive offered between July 1, 2020 and June 30, 2021.

E. A teacher returning from an unpaid general leave of absence due to COVID 19 shall be reinstated in the

educator’s former position unless reassigned pursuant to Article XIII (Vacancies and Reassignments).

F. Educators on unpaid general leaves of absence shall have the right to safely preserve their financial well-being

while on leave.

G. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of

the employee, employer and union.

**V.** **Remote Teaching Assignments**

A. Distance learning must be provided to families per Executive Order 20-82. The Advisory Council shall jointly

discuss and provide recommendations for staffing that will be needed to meet the instructional needs of those

families participating in remote learning.

B. The District shall determine priority of assignment based on obligations under the Family Medical Leave Act

(FMLA) and the American’s with Disabilities Act (ADA). Priority will be given to those who qualify for an

accommodation under the ADA and then to those who have provided documentation showing that they cannot be in the workplace, although they do not qualify for an accommodation under the ADA.

1. If after giving priority of assignment to these individuals, there is additional distance learning work

available, the remaining assignments shall be offered to staff in order of seniority.

2. In the event an educator is unable to return to in-person instruction because they have a condition and

ensuing restrictions as identified by their physician that will not allow them to work in the hybrid

instructional model (a recommendation from a physician is insufficient) and a remote teaching assignment is unavailable to them, the district shall grant an unpaid general leave of absence during which time, the district shall continue to make benefit contributions for a period of up to twelve (12) weeks.

**VI.** **Workload Considerations**

A. Any change to the length of the student instructional day at any school site or for any group of

students during either in-person or via distance learning must be agreed to by the Advisory Council. A

period of hybrid instruction consists of distance learning and in-person instruction within the duty day.

B. In accordance with Article VIII, Section 6 of the WBLAE contract, preparation time shall be

provided in one or two uninterrupted blocks during the student day. When in hybrid and distance

learning, educators shall be provided at least fifty (50) minutes of prep-time immediately following the

last period of the day.

C. Educators shall be allowed to work remotely during the scheduled prep time at the end of the day, unless

due to a planned, building-level expectation with at least two (2) days, forty-eight (48) hours, advance

notice.

D. The Advisory Council shall jointly determine the structure of classroom teachers’ schedules and jointly

discuss other educators’ schedules during the Friday at-home learning days for students.

1. Educators shall be allowed to work remotely unless due to a planned, building-level

expectation with at least two (2) days, forty-eight (48) hours, advance notice.

2. At minimum, classroom educators shall be provided four hours of preparation, grading and

voluntary collaborative time.

E. Non-bargaining unit responsibilities: any duties assigned that traditionally are outside the bargaining unit

must first be bargained.

F. After exhausting all other options, in the event the District is unable to find a substitute to cover an

educator’s absence, other educators can be asked to cover for the absence.

 1. Educators shall not be required to substitute more than once per week, and a list will be

established. No educator shall be required to substitute before all other eligible and available educators on the list have completed this duty. If an educator is asked to substitute more than once in a week, they shall be paid at the rate of $31 per hour for each hour that they provide coverage. Supervising the students of a teacher who has been given a remote work assignment shall not be considered a substitute assignment.

 2. Whenever possible, educators shall only be asked to sub within their discipline.

 3. Adhering to CDC cohorting guidance, student cohorts shall not be combined to cover an

educator’s absence.

G. In the interest of student data privacy, educators shall not be required to livestream classes.

Educators may facilitate synchronous Meets to support in-person and distance learning.

H. The district shall provide an option for a personal amplification system to educators upon request due to

communication issues arising from wearing masks and face shields.

**VII.** **Specialists**

The parties agree that the work of specialists enriches and is integral to student learning. The district and union shall jointly discuss parameters and expectations for specialists under in-person instruction, hybrid instruction, and distance learning models to honor the vital contributions of these educators.

**VIII.** **Traveling Educators**

A. Pursuant to Article 8 Section 7, traveling educators shall receive the full stipend while operating in a

hybrid learning model.

B. Supervision shall be provided to ensure student safety while traveling educators move to their next

assignment.

**IX. Transition between in-person instruction, hybrid instruction, and distance learning**

A. In the event that the district must transition to a different mode of instruction, the Advisory Council shall

recommend transition protocols to the school board.

B. The District shall, to the extent practical and prudent, utilize the five paid planning days outlined in the

Governor's Safe Schools guidance throughout the 2020-2021 school year in order to ensure educators have

adequate time to transition between learning models and to prepare instructional materials.

C. Thirty-two hours of paid professional development shall be provided for educators to prepare curriculum and

resources that can be easily adapted between learning models. This time shall remain available until the end of

the first quarter.

D. District shall not record educators without their knowledge and authorization.

**X.** **Distance learning**

In the event that the District uses distance learning in full or as part of a hybrid model, the following provisions apply.

A. **Equipment and instructional materials**: The District shall provide all necessary equipment (including

assistive devices for employees with disabilities) and internet connections to deliver or support distance learning, when such resources are requested by the employee. If the District cannot provide the necessary equipment, the employee will be reimbursed for pre-approved purchases. Employees shall not be liable for damage to District equipment.

If an employee is required to provide printed materials to students, the District shall be responsible for

printing and distributing such materials to students. If employees produce their own copies, the District will

reimburse the employee for any incurred costs. Employees who use their own vehicle for distributing distance learning materials will be reimbursed for gasoline and mileage based on existing District policies/current IRS reimbursement rates.

B. **Instructional time expectations**: The parties shall mutually discuss parameters and expectations for

synchronous vs. asynchronous instructional time prior to the start of any period of distance learning.

The parties agree to the following standards from the National Board of Professional Teaching Standards for daily instructional time during distance learning:

* Pre-K: <1 hour/day
* Elementary: 1-2 hours/day
* Middle School: 2-3 hours/day
* High School: 3-4 hours/day

C. **Remote work**: Educators shall not be directed or required to report to the district in person while

working in a distance learning model unless working in assignments that the District identifies as needing to be performed in person. The Advisory Council shall discuss any work assignments that the District identifies as needing to be performed in person.

D. **Employee privacy**: Distance learning presents privacy challenges for all District employees.

1. Employees shall not be required to provide personal cell phone numbers or email addresses in

communications with parents or students. If employees must communicate with parents or students via

telephone and do not want to use their personal cell phones or devices, the District shall either provide a

cell phone or virtual option that maintains the privacy of employees’ personal contact information.

2. It is understood that educators shall be providing distance learning from their home environment. In some

cases, an employee’s family member may inadvertently interrupt the lesson or distract students, for which they do not have control (for instance, background conversations). Employees shall not be disciplined for actions of employees’ household members that may be witnessed or heard by students.

E. **Distance learning workload limits and supports**

1. Class sizes for distance learning shall not exceed class sizes for in-person instruction. Class sizes for

in-person instruction shall not exceed the average of the class size from the previous school year by more

than two (2) students.

2. The parties agree to create a Distance Learning Support Team with joint representation from the District,

Principals, and Union. Non-licensed staff shall also be represented on the team. The Distance Learning

Support Team shall establish:

1. Professional development opportunities for all educators to support online and distance learning instruction, including training on online platforms, online instructional delivery, and trouble-shooting technology.
2. A system of peer coaching that identifies educators willing to support colleagues with specific questions on online and distance learning instruction.
3. Supports and resources for both synchronous and asynchronous instruction.

3. Office hours: Educators shall provide students with weekly office hours within the duty day and/or

scheduled student contacts when they are available during non-instructional time to provide student

support, feedback and clarification and may be conducted via phone, email, or online platforms.

Educators shall establish times of the day when students and families should not expect responses to

inquiries until the next working day.

F. **Substitute coverage**: In the event the District is unable to find a substitute to cover an educator’s absence, other

educators may be asked to cover the absence.

 1. Educators shall not be required to substitute more than once per week, and a list will be established. No

educator shall be required to substitute before all eligible and available others on the list have completed

this duty. If an educator is asked to substitute more than once in a week, they shall be paid at the rate of $31 per hour for each hour that they provide coverage. Supervising the students of a teacher who has been given a remote work assignment shall not be considered a substitute assignment.

2. Whenever possible, educators shall only be asked to sub within their discipline.

**XI. Special Education and Other Support Services**

The parties agree to meet at the request of either party to address implementing guidance from MDE in order to provide equitable and appropriate education for students with special needs.

1. Special education educators shall work collaboratively with core content educators to adapt lessons

to meet the needs of students in a remote learning environment and ensure that lessons and activities are

appropriate, as documented in the student’s IEP.

2. Whenever possible, the district shall not assign other duties during secondary special educators

flex time, to ensure that students are receiving services required in their IEPs in the hybrid

model.

3. Special education educators with a disproportionately high number of evaluations and due

process demands, are encouraged to work with their special education supervisor in order to

access additional resources and assistance in completing their work.

4. The parties agree that the school-based multidisciplinary IEP team, along with the parent or

guardian, is in the best position to make decisions related to the social, emotional, and academic

development of the student as well as the duration and intensity of delivery service(s) needed.

5. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a

student’s IEP.

6. Non-classroom educators (such as school psychologists, counselors, social workers, speech and language

pathologists, occupational therapists, physical therapists, teachers on special assignment, etc.) are

encouraged to work with their supervisors in order to determine which duties associated with their assignment may be accomplished remotely. In the case that a portion or all of the duties associated with a position are determined to be able to be accomplished remotely, that determination may be subject to change due to programming needs or alterations.

 The parties further agree:

This agreement addresses the 2020-2021 school year only and sets no precedent, nor shall it be introduced by either party in any proceeding as evidence of a past practice.

For the District: For the Union

Dated: Dated: