

MEMORANDUM OF UNDERSTANDING BETWEEN

[Becker School District (district)]

AND

[Becker Education Association (union)]

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 district and union governs terms and conditions of employment;

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; and

WHEREAS the district and union wish to negotiate resources and publicize the general agreements that are in line with Executive Order #20-82, section 19 for safe and healthy teaching and learning conditions;

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 district and union:

1. Meetings and Development Activities

- a. Meetings: The District shall not require in-person meetings where appropriate social distancing between attendees cannot be maintained for the duration of the meeting. In line with Executive Order 20-82 and the developed flow charts, administration will consider requests from staff to attend staff meetings virtually.
- b. Professional Development: The District shall not require in-person development activities where appropriate social distancing between attendees cannot be maintained for the duration of the activity. In line with Executive Order 20-82 and the developed flow charts, administration will consider requests from staff to attend staff development activities virtually.

2. Determining need to quarantine, Employee Leave and Health Insurance

- a. A flow chart was developed in accordance with local health official guidance and provided to all employees to be used to determine the need to quarantine or

otherwise work remotely. MDH Decision Tree will be used to determine quarantine requirements. Please reference the attached FFCRA Flow Chart for absences related to protocol for leave.

- b. Employees who are required to quarantine but who are not ill themselves may be permitted to work remotely if able to fulfill all of their duties in alignment with Executive Orders 20-74 and 20-82.
- c. Health insurance benefits under Article XIII, Section 1 of the Master Agreement will continue in full force and effect throughout the duration of all combined leave through official government acts or statute.
- d. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of the employee, employer and union.

3. Distance Learning Assignments

- a. Distance learning opportunities must be made available to families per Executive Order 20-82. The district shall determine staffing that will be needed to meet the instructional needs of those families choosing remote learning with input from the union.
- b. Teachers whose teaching assignment changed as a result of pandemic teaching requirements during the 2020-2021 school year will retain the right to return to the work assignment held prior to the 2020-2021 school year.

4. Workload Considerations

- a. Non-bargaining unit responsibilities: any duties assigned that traditionally are outside the bargaining unit must first be bargained.
- b. Substitute coverage: In the event the District is unable to find a substitute to cover a union member's absence, other staff can be asked to volunteer to cover for the absence. Such assignments will be made only upon mutual agreement and the staff member will be compensated at the union member's extended time rate of pay in Article XII, Section 6 of the Master Agreement.
- c. In the event an employee is required to cover an educator's absence while simultaneously teaching their own class, they will be compensated at the extended time rate of pay.
- d. Class sizes for in-person, hybrid, or distance learning instruction may fluctuate due to the circumstances. Significant class size changes will be discussed with the Principal, Superintendent, and Union.
- e. If the District and Union mutually agree that students stay in classrooms for lunch, the District shall provide for appropriate supervisory responsibilities or compensate supervising union member for the assignment at their extended rate of pay. Union members are still entitled to duty-free lunch per Article VIII, Section 3 of the Master Agreement.

5. Hybrid and Distance Learning

- a. In the event that the district must transition from in-person to hybrid or hybrid to distance learning, staff will receive a minimum of one planning day to ensure educators have time to prepare instructional materials. Should the District use all transition days provided by the state, the District will no longer be required to allow staff a planning day for future transitions.
- b. In alignment with Executive Order 20-74 (work from home order), if union members can perform essential job functions from home, they must be allowed to work from home. The analysis about whether the essential duties can be done from home will be done on a case-by-case basis depending on the circumstances of the position. If a union member cannot perform all their essential job duties remotely, they can be required to come into the district building to perform those duties that cannot be performed remotely. These assignments may include but are not limited to English Language or Special Education instruction, nursing, mental health care and counseling services, nutrition services, childcare for essential workers, custodial and maintenance, and any assignments involving preparation of non-digital instructional materials.
- c. If equipment is needed to ensure effective ability to work remotely, employees shall make the district aware of those equipment needs. If the district agrees the equipment is needed and reasonable, it may be provided by the district.

6. Learning Environment

- a. It is understood that District employees will be providing distance learning from a remote environment that may not be fully in their control. Employees will make every reasonable attempt to ensure the appropriate learning environment is maintained.
- b. In some cases, an employee's family member or other person may inadvertently interrupt the lesson or distract students (for instance, background conversations). As long as reasonable attempt was made and no other policies or laws are violated, employees shall not be disciplined for actions of others that may be witnessed or heard by students. Failure to address repeated instances may result in disciplinary or other actions.

7. Sick Leave Bank

- a. All employees eligible for sick leave pursuant to Article VII Leaves of Absence, Section 2, Subd. 1 and 2 will need to be considered and discussed between the BEA and the Becker Public School District. Employees electing to utilize Sick

Leave Bank must follow the Agreement Between ISD #726 Becker, MN and the Becker Education Association.

- b. If sick leave bank is exhausted as stated in Article VII, Section 2, Subd. 1 and 2, teaching staff may, through the Union and with written notice to the School District, request for additional sick days from members as needed. Transfer of these sick days will take place through the District Office and will be available for specific teaching staff who request them. Unused sick leave will be returned to the BEA Sick Leave Bank.

The district and the union further agree:

This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either the district or union in any proceeding as evidence of a past practice.

For the District:

For the Union:

Dated: _____

Dated: _____