

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138
NORTH BRANCH AREA EDUCATION CENTER
38705 GRAND AVENUE
NORTH BRANCH, MN 55056
EMERGENCY SCHOOL BOARD MEETING
FRIDAY, MARCH 20, 2020
3:00 PM**

AGENDA

Notice is hereby given that the School Board of North Branch Area Public Schools will hold a Emergency School Board Meeting on Friday, March 20, 2020 at 3:00 PM in the North Branch Area Education Center
38705 Grand Avenue
North Branch, MN 55056, 38705 Grand Ave, North Branch, MN 55056.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. New Business
 - A. Consider Letters of Agreement with Bargaining Units
- VI. Adjournment

**LETTER OF AGREEMENT
REGARDING TEACHER DUTIES AND RESPONSIBILITIES
DURING PEACETIME EMERGENCY**

This Agreement is entered into by and between Independent School District No. 138, North Branch, Minnesota (hereinafter the “School District”) and the North Branch Education Association (hereinafter the “Association”).

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement for the time period from July 1, 2019 to June 30, 2021 (the “CBA”); and

WHEREAS, on March 13, 2020, the Governor of the State of the Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-02 (the “Executive Order”), the Governor of the State of the Minnesota has ordered the closure of all schools in the State of Minnesota through March 27, 2020 in order to provide time for schools to adequately plan for continuity of education during the COVID-19 pandemic; and

WHEREAS, the Governor of the State of Minnesota has directed that school employees report to work in accordance with applicable labor agreements, and as required by their respective school district employers, to assist with emergency management planning activities; and

WHEREAS, in response to the peacetime emergency and the closure of its schools, the School District is presently making contingency plans for the possible provision of educational services to students during the peacetime emergency on designated schools days after March 27, 2020; and

WHEREAS, in connection with its contingency planning, the School District anticipates that teachers may, from time-to-time, be permitted or required to work remotely at home, or at other designated locations, and to perform various duties and responsibilities to facilitate the provision of educational services to students during the peacetime emergency; and

WHEREAS, the parties desire to clarify the duties and responsibilities of teachers during the peacetime emergency.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ***Working Remotely.*** A teacher who is authorized to work remotely (i.e. away from the teacher's normal work site) during the peacetime emergency shall be expected to work a full duty day (for teachers, this means working from 7:00 a.m. to 3:00 p.m.). On student-contact duty days in which "distance learning" or other instruction is provided, the teacher's class schedule will be aligned to the teacher's class schedule immediately preceding the declaration of the peacetime emergency, except as may be modified by the School District. On non-student-contact duty days, teachers are expected to be fully engaged in teaching-related responsibilities, including, but not limited to, documentation of learning targets, lesson planning and development, grading, communication with parents, participating in meetings and conferences, and performing other duties as assigned. Teachers are expected to timely respond to, and communicate with, their supervisors on an ongoing basis regarding (among other matters) the nature and progress of their work. Teachers must dedicate full attention to their duties during working hours and refrain from undertaking responsibilities (such as child care or household tasks) that interfere with job-related responsibilities.
2. ***Compensation and Benefits.*** During the peacetime emergency, pay and benefits will continue to be provided in accordance with the terms and conditions in the CBA and established procedures.
3. ***Sick Leave; Other Leave.*** Sick leave and other forms of leave may be available in accordance with the terms and conditions in the CBA. If a teacher who is working remotely becomes ill or is otherwise unavailable to work, the teacher shall promptly record the absence consistent with established reporting protocols, and promptly notify appropriate School District staff.
4. ***Term of Agreement; Modification.*** This Agreement shall commence on the date it is fully executed by the parties and shall remain in effect until the peacetime emergency is terminated or rescinded. This Agreement may be modified by mutual written agreement of the parties hereto.
5. ***No Reopening of Negotiations.*** This Agreement does not constitute a reopening of the CBA or negotiations.
6. ***No Past Practice.*** The parties acknowledge and agree that this Agreement shall not constitute, nor be interpreted as, a past practice.

**INDEPENDENT SCHOOL DISTRICT
NO. 138**

Dated: _____, 2020

By: _____
Board Chair

Clerk

**NORTH BRANCH EDUCATION
ASSOCIATION**

Dated: 3/20, 2020

By: 
Co-President

By: 
Co-President

**LETTER OF AGREEMENT
REGARDING CUSTODIAN DUTIES AND RESPONSIBILITIES
DURING PEACETIME EMERGENCY**

This Agreement is entered into by and between Independent School District No. 138, North Branch, Minnesota (hereinafter the “School District”) and the Service Employees International Union, Local 284, representing the custodians of the School District (hereinafter the “Union”).

RECITALS:

WHEREAS, the School District and the Union are parties to a collective bargaining agreement for the time period from July 1, 2019 to June 30, 2021 (the “CBA”); and

WHEREAS, on March 13, 2020, the Governor of the State of the Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-02 (the “Executive Order”), the Governor of the State of the Minnesota has ordered the closure of all schools in the State of Minnesota through March 27, 2020 in order to provide time for schools to adequately plan for continuity of education during the COVID-19 pandemic; and

WHEREAS, the Governor of the State of Minnesota has directed that school employees report to work in accordance with applicable labor agreements, and as required by their respective school district employers, to assist with emergency management planning activities; and

WHEREAS, in response to the peacetime emergency and the closure of its schools, the School District is presently making contingency plans for the possible provision of educational services to students during the peacetime emergency on designated schools days after March 27, 2020; and

WHEREAS, in connection with its contingency planning, the School District anticipates that custodians may, from time-to-time, be permitted or required to work remotely at home, or at other designated locations, and to perform various assigned duties and responsibilities during the peacetime emergency; and

WHEREAS, the parties desire to clarify the duties and responsibilities of custodians during the peacetime emergency.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Working Remotely.** A custodian who is authorized or required to work remotely at home, or at other designated locations, during the peacetime emergency shall be expected to work a full duty day. Duties performed by custodians who are working remotely shall be as assigned by the School District. Custodians are expected to timely respond to, and communicate with, their supervisors on an ongoing basis regarding (among other matters) the nature and progress of their work. Custodians must dedicate full attention to their duties during working hours and refrain from undertaking responsibilities (such as child care or household tasks) that interfere with job-related responsibilities.
2. **Compensation and Benefits.** During the peacetime emergency, pay and benefits will continue to be provided in accordance with the terms and conditions in the CBA and established procedures.
3. **Sick Leave; Other Leave.** Sick leave and other forms of leave may be available in accordance with the terms and conditions in the CBA. If a custodian who is working remotely becomes ill or is otherwise unavailable to work, the custodian shall promptly record the absence consistent with established reporting protocols, and promptly notify appropriate School District staff.
4. **Term of Agreement; Modification.** This Agreement shall commence on the date it is fully executed by the parties and shall remain in effect until the peacetime emergency is terminated or rescinded. This Agreement may be modified by mutual written agreement of the parties hereto.
5. **No Past Practice.** By entering into this Agreement, the parties acknowledge and agree that the actions taken by the School District in this Agreement shall not constitute, nor be interpreted as, a past practice.

**INDEPENDENT SCHOOL DISTRICT
NO. 138**

Dated: _____, 2020

By: _____
Board Chair

Clerk

**SERVICES EMPLOYEES
INTERNATIONAL UNION, LOCAL 284**

Dated: 3-20, 2020

By: 

By: _____

**LETTER OF AGREEMENT
REGARDING SUPPORT STAFF DUTIES AND RESPONSIBILITIES
DURING PEACETIME EMERGENCY**

This Agreement is entered into by and between Independent School District No. 138, North Branch, Minnesota (hereinafter the “School District”) and the North Branch Support Staff Association (hereinafter the “Association”).

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement for the time period from July 1, 2018 to June 30, 2020 (the “CBA”); and

WHEREAS, on March 13, 2020, the Governor of the State of the Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-02 (the “Executive Order”), the Governor of the State of the Minnesota has ordered the closure of all schools in the State of Minnesota through March 27, 2020 in order to provide time for schools to adequately plan for continuity of education during the COVID-19 pandemic; and

WHEREAS, the Governor of the State of Minnesota has directed that school employees report to work in accordance with applicable labor agreements, and as required by their respective school district employers, to assist with emergency management planning activities; and

WHEREAS, the Executive Order further provides that the directive to report to work should not be construed to encourage or require employees in at-risk categories to take action inconsistent with public health recommendations or the advice of their doctors; and

WHEREAS, in response to the peacetime emergency and the closure of its schools, the School District is presently making contingency plans for the possible provision of educational services to students during the peacetime emergency on designated schools days after March 27, 2020; and

WHEREAS, in connection with its contingency planning, the School District anticipates that support staff may, from time-to-time, be permitted or required to work remotely at home, or at other designated locations, and to perform various assigned duties and responsibilities during the peacetime emergency; and

WHEREAS, the parties desire to clarify the duties and responsibilities of custodians during the peacetime emergency.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Working Remotely.** Support staff who are authorized or required to work remotely at home, or at other designated locations, during the peacetime emergency shall be expected to work a full duty day. Duties performed by support staff who are working remotely shall be as assigned by the School District. Support staff are expected to timely respond to, and communicate with, their supervisors on an ongoing basis regarding (among other matters) the nature and progress of their work. Support staff must dedicate full attention to their job duties during working hours and refrain from undertaking responsibilities (such as child care or household tasks) that interfere with his or her ability to fully perform his or her responsibilities.
2. **Compensation and Benefits.** During the peacetime emergency, pay and benefits will continue to be provided in accordance with the terms and conditions in the CBA and established procedures.
3. **Sick Leave; Other Leave.** Sick leave and other forms of leave may be available in accordance with the terms and conditions in the CBA. If an education assistant who is working remotely becomes ill or is otherwise unavailable to work, the education assistant shall promptly record the absence consistent with established reporting protocols, and promptly notify appropriate School District staff.
4. **Term of Agreement; Modification.** This Agreement shall commence on the date it is fully executed by the parties and shall remain in effect until the peacetime emergency is terminated or rescinded. This Agreement may be modified by mutual written agreement of the parties hereto.
5. **No Past Practice.** By entering into this Agreement, the parties acknowledge and agree that the actions taken by the School District in this Agreement shall not constitute, nor be interpreted as, a past practice.

**INDEPENDENT SCHOOL DISTRICT
NO. 138**

Dated: _____, 2020

By: _____
Board Chair

Clerk

**NORTH BRANCH SUPPORT STAFF
ASSOCIATION**

Dated: March 20, 2020

By: *Katie J. Sordic*

By: *Joanne M. Krutz*

