

**MEMORANDUM OF UNDERSTANDING**  
**E-Learning Days**

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 885, St. Michael-Albertville, Minnesota (“School District”) and School Services Employees Local No. 284 (“Union”), exclusive representative of office clerical, paraprofessionals and food service employees (“Support Staff”) in the appropriate unit, and the parties agree as follows:

**WHEREAS**, the School District and the Union are parties to an Agreement between Independent School District No. 885 and School Services Employees Local 284, effective July 1, 2022 through June 30, 2024 (“CBA”); and

**WHEREAS**, it is the intent of the School District to adopt an e-learning plan for the 2023-2024 school year, consistent with its obligations pursuant to Minnesota Statutes, section 120A.414, and the purpose of this MOU is to address the terms and conditions of employment for Support Staff employees within the appropriate unit relative to an e-learning day.


**NOW THEREFORE**, the parties agree to the following:

1. E-learning days shall be determined in the discretion of the Superintendent or designee, consistent with the e-learning plan developed in accordance with Minnesota Statutes, section 120A.414
2. Except in unusual circumstances, on days that are declared by the School District to be e-learning days, Support Staff will work their regularly scheduled shift with two hours’ notice of the change of the duty day from in-person instruction to e-learning.
3. The School District may assign and direct the work and duties of Support Staff on e-learning days consistent with their respective job descriptions and, in the discretion of School District administration, assign staff development work when regular duties are unable to be performed or are impractical to be performed due to the work conditions necessitated by an e-learning day. Staff development on designated days will be paid in accordance with the employee’s regular hourly wage.
4. To the extent practicable, the School District will allow Support Staff to work from home, be assigned to work in an alternative location or be retained on an on-call basis for any potential need. School District administration shall notify support staff of their work location and/or on-call status at the same time as it notifies staff that an e-learning day has been declared.

5. Support staff shall be paid the same wages and benefits for scheduled work hours on an e-learning day as would have been paid if the employee reported to work on a regular instruction day on the condition that the employee has not previously requested leave for that day or is otherwise unable to perform work
6. This MOU shall not be considered precedent setting, shall not constitute a past practice, and cannot be used in any way to interpret the CBA nor shall this MOU be used as evidence, either through arbitration, or other means, or be cited in any arbitration, grievance, hearing, or other proceeding, except for purposes of enforcing this MOU.
7. This MOU represents the complete and total agreement between the parties regarding this matter. No party has relied upon any oral statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU will be valid unless they are in writing and signed by the parties.
8. In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.
9. This MOU will automatically expire on June 30, 2024, or upon ratification of the 2024-2026 collective bargaining agreement between the parties.


**SCHOOL SERVICES EMPLOYEES  
LOCAL NO. 284**

Dated: June 20, 2023

By:   
Its: SEIU 284

**INDEPENDENT SCHOOL DISTRICT NO.  
885, ST. MICHAEL-ALBERTVILLE**

Dated: 07-17, 2023

By:   
Its. Chair

Dated: 07-17, 2023

By: 

Its. Clerk