**MEMORANDUM OF UNDERSTANDING**

**Leave Guidelines for Teachers Related to COVID-19 Exposure at School**

As part of the negotiations for the 2019-2021 collective bargaining agreement, Education Minnesota-Buffalo and Independent School District 877 (“District”), hereby agree leave guidelines related to COVID-19 exposure at school:

If a teacher is directed by the Minnesota Department of Health or other public health officials to self-isolate due to exposure at school in their role as a teacher:

1. The teacher would be assigned remote work to the extent possible. A teacher in a remote work assignment would not receive a deduction in their sick or personal leave balances.
2. If remote work is not available, the teacher may utilize Emergency Leave under the Families First Coronavirus Response Act (up to 10 days). A teacher utilizing Emergency Leave would not receive a deduction in their sick or personal leave balances.
3. If remote work is not available and Emergency Leave is not available or has previously been exhausted, the leave would be classified as paid administrative leave for the remainder of the isolation period without a deduction in their sick or personal leave balance.

If a teacher tests positive to COVID-19 due to exposure at school:

1. If physically able, the teacher may choose remote work, if available. A teacher in a remote work assignment would not receive a deduction in their sick or personal leave balances.
2. If unable to work or remote work is not available, the teacher may utilize Emergency Leave under the Families First Coronavirus Response Act (up to 10 days). A teacher utilizing Emergency Leave would not receive a deduction in their sick or personal leave balances.
3. If additional time off is required and remote work is not available, the teacher may utilize sick or personal time.  The teacher may apply for Worker’s Compensation. Worker’s Compensation has indicated that COVID-19 would be eligible if tied directly to school exposure. Worker’s compensation would pay 2/3 benefit and teacher could choose to use Emergency or Sick Leave to supplement the remaining 1/3. Teachers that contract COVID-19, regardless of source or exposure, and are unable to work (remotely or in-person) may also be eligible for FMLA. FMLA ensures insurance contribution remains in place for up to 12 weeks.

This Memorandum of Understanding will terminate on June 30, 2021.

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District Representative Ed MN – Buffalo President

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Date Date