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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Laporte Independent School District 306**

**AND**

**Education Minnesota Laporte Teachers**

WHEREAS, the recent outbreak and spread of Coronavirus 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.**                  **Employee leaves**

1. Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely.

1. The following protocol for leave will be provided to employees unable to work who are diagnosed with Coronavirus, identified for self-quarantine, or are providing care to a family member who is quarantining or who has been diagnosed with Coronavirus.

1.       Employees shall use 10 additional days of leave that are provided to all employees under the 2020 Emergency Paid Sick Leave Act (EPSLA) prior to using any other leave.

2.       Employees shall have access to up to 20 days of Coronavirus leave. In awarding such leave, the District will adhere to recommendations of the Center for Disease Control and the Minnesota Department of Health concerning self-isolation of infected persons during pandemics. Employees will be placed on paid administrative leave for absence due to Coronavirus. Employees will be expected to provide a written explanation from a health provider to excuse the absence.

3.       Employees shall have access to all existing sick leave benefits under Article XII, Section 1 of the 2019-2021 Collective Bargaining Agreement. During the duration of a pandemic declared by the Center for Disease Control, all sick leave will be credited up front.

4.       Employees shall have access to additional leave through the sick leave bank under Article XII, Section 1, Subd. 7 of the 2019-2021 Collective Bargaining Agreement. The parties agree that exposure to Coronavirus represents a serious illness.

5.       Additional leave needed will be provided under the Emergency Family and Medical Leave Expansion Act (EFMLEA) and Family and Medical Leave Act (FMLA).

6.       Health insurance benefits as outlined in Article VIII of the 2019-2021 collective bargaining agreement will continue in full force and effect throughout the duration of all combined leave.

1. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of the employee, employer and union.

**II. Student lunch:**

If the District, Employee, and Union mutually agree that students stay in classrooms for lunch, educators are still entitled to duty-free lunch per the 2020-21 of the Master Agreement.

This agreement addresses the 2019-2021 collective bargaining agreement 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: