

MEMORANDUM OF UNDERSTANDING

BETWEEN

MARSHALL PUBLIC SCHOOLS AND THE MARSHALL EDUCATION ASSOCIATION

ADDRESSING LEAVE PROVISIONS UNDER PANDEMIC CONDITIONS

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the duration of 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 clarification and expansion of leave provisions during extraordinary circumstances to protect employees and families is needed to maintain a safe and healthy student population and workforce;

NOW THEREFORE, be it resolved; that for the 2020-21 school year, the following language supersedes and supplements the language in the collective bargaining agreement.

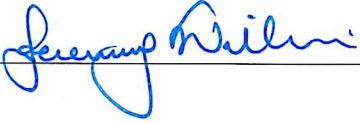
1. The following protocol for leave will be provided to those employees who are diagnosed with COVID-19, identified for self-quarantine by MDH or MPS, or are providing care to a family member who is quarantining or who has been diagnosed with COVID-19. Employees will not be expected to provide a written explanation from a health provider to excuse the absence unless the Center for Disease Control and the Minnesota Department of Health guidelines explicitly recommend that infected individuals visit a health care provider.
 - a. Employees shall use 10 days of leave that are provided to all employees under the 2020 Emergency Paid Sick Leave Act (EPSLA) prior to using any other leave. MPS will continue to offer the Emergency Paid Sick Leave days through the end of the 20-21 contract year when the Federal EPSLA expires on December 31.
 - b. Employees shall have access to all existing sick leave benefits under of the collective bargaining agreement. During the duration of the 2020-2021 school year, employees will be able to access all the sick days they would earn in the duration of the school year per the contract at any time in the year. Days will continue to be added to their account as directed in the contract and no penalties will incur if the employee accrues a negative balance up to the number of days they would earn in the duration of the school year.
 - c. After Emergency Paid Sick Leave days and Employee Sick Days have been exhausted, for an employee meeting the eligibility criteria outlined above, up to an additional 10 days of COVID leave will be available to the employee for the 2020-2021 school year.
 - d. Additional leave needed may be provided under the Emergency Family and Medical Leave Expansion Act (EFMLEA) and Family and Medical Leave Act (FMLA).
 - e. Health insurance benefits of the Master Agreement will continue in full force and effect throughout the duration of all combined leave.

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

The parties further agree:

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:



Dated: 10/23/20

For the Union



Dated: 10/13/20
