
Memorandum of Understanding

between

Anoka-Hennepin School District #11 (“ISD 11”)

and

Education Minnesota Anoka-Hennepin
Education Support Professionals

WHEREAS the parties have negotiated a collective bargaining agreement (the “Agreement”) effective July 1, 2018 through June 30, 2021;

WHEREAS, Article X, Section 10.1, of the Agreement sets forth the terms of the number of sick days allowed to eligible employees;

WHEREAS, in response to COVID-19, Congress passed the Families First Coronavirus Response Act (“FFCRA”), which requires, in part, that certain employers provide additional paid sick leave to eligible employees for specified reasons related to COVID-19;

WHEREAS, the FFCRA sick leave benefits expired on December 31, 2020;

WHEREAS, due to the COVID-19 pandemic protocols, employees are asked to quarantine for health reasons even if they are not experiencing symptoms or illness;

WHEREAS, employees employed in certain jobs for the District cannot work remotely if they are asked to quarantine but are otherwise healthy, or if they are experiencing COVID-19 symptoms;

WHEREAS, the Agreement is silent as to benefits available to eligible employees in the event they are healthy but cannot fulfill their job duties due to forced quarantine or a pandemic;

WHEREAS, the District deems it is in its interest to provide a benefit similar to FFCRA to eligible employees who have been exposed to COVID-19 and who must stay at home for either quarantine or because they are experiencing COVID-19 symptoms, so that the employees do not have to use their personal sick days as established by the Agreement.

NOW THEREFORE, the parties agree as follows:

1. ISD 11 agrees to provide two weeks (up to 80 hours, or part-time employee’s two week equivalent) of paid sick leave to Education Support Professionals for the following COVID-19 qualifying reasons:
 - The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; or
 - The employee has been advised by a health care provider to self-quarantine related to COVID-19; or
 - The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

2. An employee with one of the above-qualifying reasons shall be entitled to use sick leave on the identical terms as paid sick leave is currently available to employees under the FFCRA that is

expiring on December 31, 2020. The implementation of sick leave provided by this MOU will be implemented and enforced by ISD 11 just as FFCRA sick leave was implemented and enforced by ISD 11 prior to January 1, 2021, including but not limited to the requirement of documentation from a health care provider in order to access leave.

3. The benefits offered in this MOU shall commence on January 1, 2021 and continue to be provided on a month to month basis at the district's discretion. If the district determines that the benefits are no longer necessary, they will notify the association at least two weeks prior to the end of the month in which the benefit will be terminated.
4. If the United States federal government or the State of Minnesota extend FFCRA-type benefits past December 31, 2020, then this MOU shall be null and void.
5. The parties recognize and agree that this MOU is arising out of the unique circumstances of a public health emergency. Nothing herein shall create a past practice or be deemed precedent setting for either party. The parties agree that this MOU may not be used to contradict the other party's position or introduced as evidence of a past practice in any future proceeding including a grievance arbitration. This MOU addresses only the Agreement referenced herein, and will expire as set forth in paragraph 3.

Education Support Professionals
(Community School Programmers and Early Childhood
Screeners)

Date

Anoka-Hennepin School District

Date