

**Memorandum of Understanding
Between
Cass Lake Education Association
And
Independent School District No. 115, Cass Lake-Bena, Minnesota**

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No. 115, Cass Lake-Bena ("School District") and Cass Lake Education Association ("Union").

WHEREAS, the School District and the Union are parties to a collective bargaining agreement (hereinafter referred to as the "CBA") for the time period from July 1, 2019 to June 30, 2021; and

WHEREAS, the School District and the Union are parties to a Master Agreement governing the terms and conditions of employment for all licensed persons employed by Independent School District No. 115, Cass Lake-Bena, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District.

NOW THEREFORE, be it resolved; that for the 2021-22 school year, the following language supplements the language in the collective bargaining agreement between the parties:

1.) **COVID-19 Leave:**

- a. Employees who are isolating/quarantining (or otherwise required to stay home) for either suspected or confirmed COVID-19 will not be required to take/utilize any COVID-19 related and/or Master Agreement afforded leave when able to work remotely.
- b. As of September 1, 2021, the following leave will be available to employees who are incapacitated or are unable to work because of COVID-19:
 - i. 30 District – provided "Pandemic Leave" Days for self or immediate family as described in Article X, Section 3, Subd 4, of the CBA.
 - ii. After exhaustion of the aforementioned leave for COVID-19 related illness, the Superintendent will have the discretion to grant additional pandemic leave days on a case by case basis.
 - iii. Master Agreement Leave Provisions
- c. The District will also consider requests to work remotely by staff who have childcare needs or are responsible for the care of household members due to COVID-19.

The parties further agree:

This MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.

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. This MOU does not constitute a reopening of the CBA or negotiations.

By signing below, each party specifically acknowledges that it has read this agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

Superintendent Rochelle Johnson
ISD #115

Date

Millie Baird, School Board Chair
ISD #115

Date

Lisa Maki-Kuhn - CLEA President

Date