

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between Cloquet Public Schools, ISD 94 (District) AND the Education Minnesota-Cloquet (EMC) (Union)

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 2021-22 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 during the COVID-19 pandemic the parties wish to expand their sick leave bank.

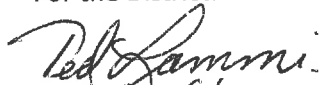
NOW THEREFORE, be it resolved; that for the 2021-2022 school year only, the following language expands the language in Article XI, Sick Leave, Section 1, subpart D, subdivisions 1-4, Sick Leave Bank of the collective bargaining agreement.

1. The parties will establish a supplemental sick leave bank specifically for COVID-19 related illness of the employee or their immediate family (as Defined in Article XII, Leave of Absence, Section 1, subdivision 1).
2. Employees may donate as many sick days as they wish (in increments of 10 (i.e. 10, 20, 30, etc.)) to this supplemental sick leave bank.
3. Employees do not have to contribute to the bank to participate and draw from it.
4. Any Employee who has used all 10 sick leave days as provided by the Emergency Family and Medical Leave Expansion Act and exhausted their sick leave to the point of 12 or fewer days because of self-quarantine or sickness of himself or herself or a vulnerable immediate family member (defined as spouse or children) related to COVID-19, may apply through normal means and upon approval be granted days from the bank.
5. The maximum number of days to be granted from the COVID-19 SUPPLEMENTAL BANK to any one teacher is 30 days.
6. Unless this agreement is extended by mutual agreement between EMC and ISD 94, any balance left in the COVID-19 Supplemental Bank at the end of the 2021-2022 school year will be proportionately distributed back to those employees who donated their days.


The parties further agree:

This agreement addresses the 2021-2023 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: *Chairman*
11/22/2021

For the Union:


Dated: *11/23/2021*