

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**Independent School District 473**  
**And**  
**Education Minnesota- Isle (EMI)**  
**Regarding the Paid Sick Leave Due to COVID-19**

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and employees for the 2020-21 school year; and

WHEREAS, ISD 473 and EMI agree that the current collective bargaining agreement between the parties governs the terms and conditions of employment; and

WHEREAS, in response to COVID-19, Congress passed the Families First Coronavirus Response Act (FFCRA or Act). Among other things, this Act requires certain employers to provide two weeks (up to 80 hours, or part-time employee's two week equivalent) of paid sick leave to eligible employees for specified reasons related to COVID-19. This provision expired on December 31, 2020; and

WHEREAS, If neither Congress nor the Minnesota Legislature replace the former COVID sick leave with another form of paid employee leave for COVID-19 related absences, the parties wish to make additional paid sick leave available to eligible employees for qualifying reasons related to COVID-19.

NOW THEREFORE, the parties resolve as follows:

1. ISD 473 agrees to provide two weeks (up to 80 hours, or part-time employee's two week equivalent) of paid sick leave to employees 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.

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 expired on December 31, 2020 (see attached [Employee Rights posting](#) issued by the Wage and Hour Division of the US Department of Labor).

2. This MOU will apply from January 1, 2021 through the end of the day on March 31, 2021. Leave provided by this MOU will be cumulative with COVID leave used prior to January 1, 2021 and not to exceed two weeks in total. Unused sick leave under this MOU is not available for use following the expiration of this MOU.
3. This MOU will immediately terminate if either Congress or the Minnesota Legislature pass legislation effective in 2021 that provides for paid leave related to COVID-19 on either the same or similar terms as the provisions of the FFCRA that expired on December 31, 2020. In the event

that state or federal legislation is passed that provides for some additional leave, but not the full 80 hours (or part-time equivalent), then the leave provided by this MOU will be proportionately reduced. In the event that state or federal legislation is passed after this MOU has gone into effect, the leave provided under this MOU will be proportionately reduced or eliminated.

4. Employees who are able to work remotely when they cannot be in the workplace due to COVID-19 related reasons will not be entitled to the sick leave provided under this MOU.
5. The implementation of the two weeks of paid sick leave provided by this MOU will be implemented and enforced just as FFCRA sick leave was implemented and enforced by ISD 473 prior to January 1, 2021, including but not limited to the requirement of documentation from a health care provider in order to access leave.
6. 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 the collective bargaining agreement in effect in 2020-21 only. This MOU will sunset as described in paragraph two (above).

By signing below, the parties agree to the above-described understanding.

**For Education MN Isle:**

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

**For Independent School District 473:**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_