

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND**

TOPIC: COVID-19 Related Emergency Paid Sick Leave

EFFECTIVE DATE: January 1, 2021 through June 30, 2021

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 (“District”), and Education Minnesota-Osseo Kidstop Instructors.

PURPOSE:

The purpose of this MOU is to outline the agreement between the District and the Union regarding the temporary availability of additional paid sick leave due to the COVID-19 Pandemic and its impact on the district’s ability to provide educational services to students.

CONDITIONS:

The District, and the Union agree to the following:

1. 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
2. Congress allowed the paid sick leave entitlement of the FFCRA to expire on December 31, 2020 and neither Congress nor the Minnesota Legislature have replaced it 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 as specified below.
3. **Conditions:** The District agrees to provide up to two weeks (80 hours, or part-time employee’s two week equivalent) of emergency paid sick leave to staff for the following COVID-19 qualifying reasons:
 - a. Staff member is unable to work due to testing positive for COVID-19.
 - b. Staff member has been directed to quarantine by the -District’s COVID-19 Response Team.

A staff member who meets one of the above qualifying reasons will be entitled to emergency paid sick leave over a period of no more than ten (10) workdays.

***Note:** If requested, staff members must provide medical documentation in order to use the COVID-19 related emergency paid sick leave.

Staff members will not have access to COVID-19 related paid emergency leave days after June 30, 2021 unless the parties mutually agree to extend the provisions of this MOU. If such extension occurs, an addendum will be created and published for members to access on my279.

4. **Eligibility:** Only staff who are unable to work remotely (as determined by the District) will be eligible for COVID-19 related emergency paid sick leave as outlined above. Leave provided by this MOU will not be available for any existing leaves prior to January 1, 2021. Staff members who have previously received pay for ten (10) sick leave days under the FFCRA will not be eligible for additional paid sick leave under the COVID-19 related emergency paid sick leave.
5. **Revocation or Adjustment:** This MOU will not go into effect 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, and/or the provisions set forth in this MOU. In the event 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.
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 during the 2020-2021 school year only. This MOU will sunset as stated at the top of the document in the EFFECTIVE DATE section.

All other provisions of the collective bargaining agreement apply. Any conflicts regarding this agreement will be handled through the grievance process in the collective bargaining agreement.

The parties agree with the above conditions as evidenced by their signatures below.

Education Minnesota – Osseo
Kidstop Instructor

Osseo Area Schools, ISD 279

Representative

Director, Labor Relations

Date

Date