

MEMORANDUM OF AGREEMENT (1)

This Memorandum of Agreement (the “**Agreement**”) is made effective as of April 9, 2020 by and between Independent School District No. 625 (the “**District**”), and Saint Paul Federation of Educators Teacher, Educational Assistant, and School and Community Service Professionals Bargaining Units (hereinafter Union).

WHEREAS, There is an extraordinary event of national emergency; and

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 2019-20 school year; and

WHEREAS, on or about March 13, 2020 Governor Walz declared a state of emergency for the state of Minnesota due to the COVID – 19 pandemic; and

WHEREAS, there is an urgent need to address the concerns of employees who may be negatively impacted by the pandemic event; and

WHEREAS, there is an increased need to ensure the health of all employees and provide services to students and members of the Saint Paul School District Community; and

WHEREAS, the Governor ordered school districts to provide meals to students and families within the school district to ensure nutritional efficacy was maintained for at risk students and families; and

WHEREAS, the Governor also required school districts to provide childcare to families who are deemed to be Tier I and Tier II essential; and

WHEREAS, in doing so has expanded how employees can safely provide the services of the Saint Paul Public Schools, but not limited to expanded use of telework for employees; and

WHEREAS, employees who are healthy are encouraged to pursue any available telework or flexible work options with their designated supervisors; and

WHEREAS; current telework or flexible work hours arrangements are not intended to be impacted by the use of leave as outlined herein.

Now therefore be it resolved:

For Student and Staff Safety

Saint Paul Public schools will do its best to keep a ratio of students to staff at Essential Workers Childcare sites for employees as established in the most recent Governor’s Emergency Executive Orders and/or guidance from the Center for Disease Control.

Use of Leave Provisions and Advancement of Sick Leave

1. Individuals may be excused, from participating in childcare if they meet a qualifying reason for leave under the FFCRA.
2. Employees who are excused **for qualifying reasons** may be assigned work that they can safely perform from their home.
3. Employees who are excused **from work due to a COVID-19 illness** are entitled to access quarantine leave in connection with Article 11, Section 4 of the teacher collective bargaining agreement, Article 10, Section 6 of the educational assistant collective bargaining agreement, or Article 10, Subdivision 7 of the school and community service personnel collective bargaining agreement.
4. Employees can continue to request and use Personal Leave or Vacation time per their collective bargaining agreement provisions.
5. Congress passed and the President signed HR 2501 Family First Coronavirus Response Act which provides expanded FMLA leave and paid sick time for corona virus affected employees. Employees may choose to use Quarantine leave, Earned Sick leave, Family First Coronavirus Response Act leave, or other leaves outlined in their collective bargaining agreement in any consecutive order they need to meet the needs of their family.
6. Saint Paul Public Schools will provide employees who are unable to work a portion of or all their regularly scheduled hours due to the COVID – 19 pandemic the ability to advance up to a maximum of 80 hours in a negative sick leave balance. This advancement of 80 hours will be pro-rated for part-time employees based on the budgeted FTE within the PeopleSoft payroll system.
7. The ability to go to a negative sick leave balance of hours can be used for COVID – 19 health related issues including the closure of schools or lack of day care.
8. In no case shall the use of sick leave hours result in the payment of overtime. Overtime hours that are the result of hours actually worked, as specified within those collective bargaining agreements, indicating overtime payment in this manner shall continue.
9. Sick leave advanced as described above shall be repaid to the District per the following:
 - a. Advanced sick leave hours must be repaid from future sick leave accruals. Employees shall reimburse the District at the rate of 50% of sick leave earned.* If an employee leaves District employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are insufficient funds, the employee will be required to repay the District for those hours.
 - b. Any advanced sick leave hours must be repaid to the District before any future sick leave advancement requests will be considered.
 - c. Employees may not donate advanced sick leave hours to another employee.
 - d. Advanced sick leave is to be repaid with future sick leave accrual.
 - e. Compensatory time earned at the rate identified in the collective bargaining agreement can be applied to pay back any advanced sick leave hours.
10. There is no intention to require active military employees to exhaust military leave balances in any circumstances identified above.
11. The accrual of sick leave hours shall continue when using advancement of sick leave as defined with the collective bargaining agreement.
12. There shall be no rollover from year to year of any advancement of sick leave.

13. There shall be no cash out value of any kind for the advancement of sick leave hours as described herein.

*Employee earns 4 hours of sick leave and 2 hours are used to pay back the advanced sick leave.

Premium Pay

1. The District will provide a \$3.00/hour premium pay to those employees who work at Essential Kid Care sites who are engaged in the tasks of taking care of children whose parents are considered Tier I and Tier II essential workers as ordered by the Governor. This shall also include employees involved in the preparation and distribution of meals.
2. Should there be circumstances whereby insufficient staff are available to meet staffing for child care, the district and union shall meet to determine alternative means to attain staffing requirements.
3. Employees who were regularly scheduled for bus duty shall continue to receive bus day premium pay for their regular bus duty hours during the distance learning period.

Voluntary Layoff

1. Employees may choose to go on voluntary layoff. The District will continue to pay the employer contribution toward health insurance. The employee will continue to pay the employee contribution.
2. Employees who choose to go on voluntary layoff shall be placed on a reinstatement register. Employees shall retain their district, union and classification seniority dates.
3. Employees who choose to go on voluntary layoff shall be placed back to their original work locations upon students returning to normal classroom attendance.
4. The District will not contest unemployment benefits for employees who choose voluntary layoff.
5. Employees may use sick leave, personal leave, compensatory time or vacation prior to going on voluntary layoff. Employees may go on voluntary layoff prior to use or exhaustion of paid leave.

Conclusion

1. Nothing in this memorandum of agreement herein modifies the employer's or employees' rights in the respective articles for sick leave, vacation, compensatory leave, personal leave or any other article not expressly modified within this memorandum of agreement.
2. The District agrees to continue to follow the collective bargaining agreement language for members of each respective bargaining unit.
3. Either party may request a meet and confer relative to the items listed herein.
4. No modifications of any provisions of this Agreement shall be valid unless in writing signed by the parties.

5. Nothing herein shall be deemed precedent setting for either party.
6. This agreement shall be in place from the date of declared emergency on March 13, 2020 and shall remain in place until December 31, 2020 or the expiration of this COVID – 19 emergency declaration, whichever occurs first.
7. The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

St. Paul Public Schools

Union Representative

Date

Date