

1.1 Senator moves to amend the SCS3184A-2 amendment to S.F. No. 3184 as
1.2 follows:

1.3 Page 2, after line 12, insert:

1.4 "Sec. 3. DISTANCE LEARNING PERIOD; 2019-2020 SCHOOL YEAR.

1.5 Subdivision 1. Definitions. (a) For the purposes of this act, "distance learning period"
1.6 means March 18, 2020, through the end of the 2019-2020 school year or June 30, 2020, for
1.7 school districts and charter schools that are on an approved flexible learning year calendar.

1.8 (b) For the purposes of this section, a "school district" includes a cooperative unit under
1.9 Minnesota Statutes, section 123A.24, subdivision 2, that serves students on site.

1.10 Subd. 2. Distance learning period; employees. (a) This subdivision applies to an
1.11 employee of a school district or charter school, during the distance learning period, who:

1.12 (1) was scheduled to work during the distance learning period;

1.13 (2) did not work on a scheduled day or worked fewer than the number of scheduled
1.14 hours for the employee that day; and

1.15 (3) did not receive compensation for all scheduled hours that day.

1.16 (b) In addition to paragraph (a), this subdivision applies to any day or portion of a day
1.17 not worked, for which the employee was scheduled to work, that the employee did not work
1.18 at the recommendation or direction of a health care provider acting within the provider's
1.19 scope of practice or Department of Health staff member due to the possibility the employee
1.20 was infected with COVID-19.

1.21 (c) Notwithstanding any law to the contrary, for each day identified in paragraph (a) or
1.22 (b), a school district or charter school must compensate any school district or charter school
1.23 employee for any hours scheduled but not worked at the employee's regular rate of pay.

1.24 (d) Notwithstanding any law to the contrary, for the purposes of this subdivision, an
1.25 employee is scheduled to work if:

1.26 (1) a school district or charter school notified the employee of the schedule orally or in
1.27 writing;

1.28 (2) the employee works a fixed or periodically recurring schedule and had not notified
1.29 the school district or charter school that the employee intended to deviate from that schedule;

2.1 (3) if neither clause (1) nor (2) apply, the employee is deemed scheduled to work the
2.2 same number of hours and days as the last schedule for which the school district or charter
2.3 school provided notice; or

2.4 (4) the employee received a layoff notice after the issuance of Emergency Executive
2.5 Order 20-02.

2.6 (e) Subject to Minnesota Department of Health guidelines, labor agreements, and charter
2.7 school or school district policies, a charter school or school district may schedule an employee
2.8 to work on tasks outside of their normal purview.

2.9 (f) Notwithstanding any law to the contrary, compensation under this subdivision must
2.10 not be deducted from accrued sick or paid leave unless the employee is unable to work due
2.11 to illness, injury, or other incapacity, including treatment for a COVID-19 infection.

2.12 (g) Notwithstanding any law to the contrary, a school district or charter school must
2.13 count any hours or days for which an employee is entitled to compensation under this
2.14 subdivision as hours or days worked for the purpose of entitlement to or accrual of any
2.15 benefits to which the employee would be otherwise entitled.

2.16 (h) School districts and charter schools are encouraged to use their hourly workers for
2.17 COVID-19 response related work. This may include, but is not limited to, appropriate work
2.18 in food distribution, cleaning and disinfecting, or distance learning.

2.19 **Subd. 3. Distance learning period; contract employer compensation for eligible**
2.20 **employees.** (a) For purposes of this subdivision, "contract employer" means an employer
2.21 who provides student-related services throughout the school year to a school district or
2.22 charter school, and "eligible employee" means a person:

2.23 (1) whose primary task is to provide services to students attending a school district or
2.24 charter school;

2.25 (2) who was scheduled to work for the contract employer on any day or days of the
2.26 distance learning period;

2.27 (3) who did not work on any or all of those days; and

2.28 (4) who did not receive compensation for any or all of the employee's regularly scheduled
2.29 shifts or hours on those school days.

2.30 (b) A contract employer who agrees to compensate its eligible employees at their regular
2.31 rate of pay for the hours of pay lost during the distance learning period, must notify the

3.1 district or charter school of its intended action and, once notified, the school district or
3.2 charter school must fully compensate the contract employer for the days identified.

3.3 (c) Notwithstanding paragraph (b), a school district or charter school and contract
3.4 employer may, by mutual agreement, adjust the full, regularly scheduled daily contract rate
3.5 if special circumstances within the district warrant an adjustment.

3.6 **EFFECTIVE DATE.** This section is effective the day following final enactment and
3.7 is retroactive to the beginning of the 2019-2020 school year. This section expires June 30,
3.8 2020."

3.9 Renumber the sections in sequence and correct the internal references