



## MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Support Personnel Association of Lee County (SPALC) and The School District of Lee County (SDLC) relating to clarification of and changes to terms and conditions of employment included in the Collective Bargaining Agreement (CBA).

The parties involved desire to enter into an agreement that addresses the immediate needs and interests of students and support staff relative to the coronavirus (COVID-19) pandemic.

The SPALC Labor/Management Committee met to discuss interests and options. SPALC Labor/Management Committee meetings were held on the dates below at the Lee County Public Education Center.

- July 29, 2020 from 9:00 a.m. to 12:00 p.m.
- July 30, 2020 from 9:00 a.m. to 12:00 p.m.

SPALC Labor/Management Committee meetings were limited to in person participation by committee members due to health, safety, and welfare concerns. Minutes will be posted on the District website once approved by the SPALC Labor/Management Committee.

The SPALC Labor/Management Committee reached consensus on the items listed below. Emergency implementation began immediately following tentative agreement on each item. Ratification by bargaining unit members and Board approval are pending.

### **(1) SAFE AND SECURE CONDITIONS**

**(a) Cleaning Supplies:** The District will provide each school or worksite with adequate cleaning supplies. Employees will not be required to deep clean or sanitize classrooms or work space, unless it is otherwise a part of their regularly assigned duties. Cleaning supplies will be available for all employees to use to keep common and high traffic areas clean and sanitary.

**(b) Cleaning Procedures:** The District will follow Centers for Disease Control (CDC) and Florida Department of Health (FDOH) guidelines on how to appropriately disinfect schools and worksites, if a student or employee is symptomatic and/or COVID-19 positive. Based on these guidelines, the District will develop procedures



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and a schedule for increased routine cleaning, disinfection, and proper sanitization of facilities and equipment. Areas where students interact with Health Services staff, including School Nurses and Clinic Assistants, will be cleaned after each student visit.

**(c) Social Distancing:** The District will establish protocols to facilitate compliance with CDC and FDOH guidelines for physical distancing while traveling through the building, including during arrival, dismissal, and transitions between classes. These protocols may include, but are not limited to; signage and physical markings, increased monitoring and security, and limited and/or staggered transitions.

**(1) Seating Charts:** Support staff may be required to maintain student seating charts in order to facilitate contact tracing and provide notification to exposed individuals.

**(d) Professional Development:** The District will provide job related training and professional development for employees covering: proper safety protocols; appropriate use of safety equipment and supplies; de-escalation of situations where students refuse to follow safety protocols; and, appropriate responses to other unique situations resulting from COVID-19, including but not limited to reporting and addressing students with suspected cases, student and employee privacy rights, and student engagement and attendance.

**(e) Safety Equipment:** The parties recognize the wearing of masks and use of other Personal Protective Equipment (PPE) are an important part of preventing the spread of COVID-19. The District is mandating the wearing of masks and the following will apply:

**(1) District Required PPE:** Cloth masks and other PPE are considered proper and necessary safety equipment, as described in Article 6.01(3). An employee who fails to use PPE as directed may be subject to discipline. If an employee forgets or misplaces required PPE, no disciplinary action will be taken against the employee.

**(2) District Provided PPE:** A cloth mask will be provided to all employees. PPE will also be provided to employees for use by students in the employee's care.

**(3) Proper Use of PPE:** Cloth masks and other PPE should be worn in a manner consistent with the District guidelines, included in the Safe Reopening Plan and Board Policy. Face shields alone are not an appropriate substitute for a cloth mask and should be worn in addition to a cloth mask.



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**(f) Student Discipline:** Employees should make a reasonable attempt to enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible for: reasonable enforcement of safety protocols; the actions of students or parents/guardians, including those who refuse to follow instructions to practice safety protocols; COVID-19 cases traced to their classroom; or, compliance with curriculum requirements that cannot reasonably be followed due to social distancing requirements, or worksite, school, or class closures.

**(g) Visitors:** The District shall limit non-essential school, work site, and classroom visitors. Any visitors who are deemed essential must comply with all safety protocols. SPALC Representatives, other than the school or site representative, have the right to visit schools. SPALC will limit visits to each school or work site to no more than two SPALC Representatives at any one time and will schedule visits in advance with immediate supervisors, except in an emergency. Limited access will remain in place for the duration of this MOU or until the parties agree it is safe to revert to the status quo, whichever occurs first.

**(h) Emergency Plans:** The District will update emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms or become present while at work, including but not limited to the following:

**(1) Symptom Screening (Students):** Establish and implement procedures and training to address and identify students who appear symptomatic.

**(2) Symptomatic Students:** Establish and implement procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall identify a designated isolation room to be used for isolation of symptomatic and/or COVID-19 positive students. School or site-based administrators will ensure symptomatic and/or COVID-19 positive students are sent home as a soon as possible.

**(3) Clinic Visits:** All clinic visits should be scheduled, if possible, to prevent gatherings of students waiting to see the Clinic Assistant or School Nurse. Employees will not be required to call ahead before sending a student to the clinic for an emergency or if the student's health plan includes regularly scheduled visits.

**(4) Isolation Room:** School-based administrators will work with Health Services on plans for isolation rooms. Professional development will be



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provided to employees assigned to work in isolation rooms or provide back-up coverage. Additional PPE will be provided to employees assigned to work in isolation rooms. SPALC Labor/Management will have the opportunity to review isolation room plans and may review situations where there is a concern about a implementation of the isolation room plan.

**(i) Health and Hygiene Education:** The District will encourage and communicate health and safety practice to parents/guardians, students, and employees. District-wide hygiene practice, social distancing, and other safety protocols will be taught to students and embedded in daily routines.

**(j) Mental Health Supports:** The District will implement a plan to support the wellbeing and mental health of students and employees and will provide adequate staffing to administer said plan. The plan will include sharing information regarding the Employee Assistance Program (EAP) and tele-health benefits available to employees.

**(2) PERSONAL PROTECTION:** An employee diagnosed with COVID-19 may pose a significant risk of substantial harm to the health or safety of other employees, students, and visitors.

**(a) Symptom Screening (Employees):** Employees will be required to sign-in to Lee Clock each day prior to starting work and will be asked medical questions that are permissible during a public health emergency, but would otherwise be prohibited. If Lee Clock is not available prior to starting work, immediate supervisors may ask employees these medical questions.

**(b) Symptomatic Employee:** Immediate supervisors may send employees home, if they report or appear to be experiencing symptoms associated with COVID-19.

**(c) Notice to District and Local Health Officials:** Immediate supervisors shall immediately notify Health Services, Human Resources, and/or the local office of FDOH, if an employee reports they have been diagnosed with COVID-19.

**(d) Notice of Exposure:** Immediate supervisors shall maintain confidentiality and will inform employees and parents/guardians of any possible exposure to an employee diagnosed with COVID-19. Immediate supervisors shall not provide identifying information, including the employee's name or other information that could be reasonably used to determine the employee's identity.



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**(3) ASSIGNMENT OF DUTIES:** In addition to requesting leave, employees may request assigned duties to be performed remotely, if they are at an increased risk, as defined by the CDC, or if they are a caregiver to a family member at an increased risk. The District will work to accommodate employee requests for assigned duties to be performed remotely. Priority will be given to employees who qualify for accommodations under the Americans with Disabilities Act (ADA). The District will provide adequate support and assistance, including equipment and training to employees working remotely. Employees will be guaranteed the opportunity to return to their same worksite and position, at a date to be determined, in accordance with CBA.

**(a) Change in Assigned Duties:** If a change in assigned duties is required, employees will be notified of their work location, whether in the building or virtually, as soon as possible.

**(b) Temporary Reassignment:** School-based administrators may ask instructional paraprofessionals or helping teachers to serve in place of a guest teacher. If an instructional paraprofessional or helping teacher accepts this temporary reassignment and is assigned to perform all the essential functions and duties of a guest teacher, the employee will receive additional compensation in the amount of \$25.00 per day. Performance evaluation will not be based upon completion of essential functions and duties typically assigned to classroom teachers. Employees will not be disciplined for minor performance issues.

**(c) Emergency Change in Assigned Duties:** If a change in assigned duties is required due to an emergency, employees will be notified of their work location, whether in the building or virtually, as soon as possible.

**(d) SPALC Labor/Management Committee:** The SPALC Labor/Management Committee may review situations where there is a concern about an employee's assigned duties or work location.

**(4) WORK SCHEDULE:** Immediate supervisors will determine work schedules and assigned duties for their campuses that do not infringe on contractually protected times. In the event a need arises to alter contractually protected times, the district will consult with SPALC before any decision or offer to an employee or group of employees is made.

**(a) Make-up Due to COVID-19:** If instructional days and time are lost due to COVID-19, the District will follow the Florida Department of Education (FDOE) guidelines for waivers. Any change to the calendar and/or workday will be negotiated with SPALC.



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**(5) TEMPORARY SCHOOL OR WORKSITE CLOSURE:** If a school or worksite closes temporarily due to COVID-19, the parties agree that identified essential personnel may need to report to the school or worksites during the closure. CDC and FDOH guidelines will be followed, if employees are required to report to a school or worksite that is closed for sanitization.

**(a) Assigned Duties:** Temporary changes in assigned duties may occur. If an employee is unable to access professional development materials or any other information necessary to successfully complete assigned duties, immediate supervisors will work with employees to determine appropriate alternatives to ensure employees have the support and assistance necessary to complete their assigned duties.

**(b) Work Schedule:** The parties agree that for the duration of a school or worksite closure, employees may be required to report to work in person to complete assigned duties associated with preparing the location for reopen. Immediate supervisors will determine staggered scheduling for duties that can only be performed at a worksite. Immediate supervisors will notify employees of emergency changes to work schedules in advance, so employees can adjust their schedule accordingly to meet the needs of students.

**(6) COMPENSATION:** The parties agree that it is necessary to mitigate potential interruption of pay and benefits deductions associated with the change in the instructional calendar by adjusting payroll calendars. Employees will not experience an interruption in pay or benefits due to this change and will receive their first paycheck of FY21 (2020-2021 school year) in accordance with adjusted payroll calendars. Employees must start on the first day of their work year in order to receive a paycheck on the first scheduled date. The parties agree to discuss any need to adjust dates for payment of incentives and bonuses, supplements, or other non-standard pay in SPALC Labor/Management prior to implementation.

**(7) LEAVE:** The parties agree that the District's Family First Corona Response Act (FFCRA) flowchart will be utilized to assist employees in determining if they qualify for paid leave related to COVID-19. Human Resources will provide all available assistance to employees who request leave and all forms will be made readily available to employees to expedite the processing of leave requests.



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**(a) Family Medical Leave Act (FMLA):** COVID-19 is a serious health condition that may result in an employee being unable to perform the essential function of their job. COVID-19 may be a qualifying condition under FMLA, which ensures continuing employment rights and insurance coverage for eligible employees. Eligible employees shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for personal treatment or to care for a qualifying family member. Employees must submit a request and medical certification issued by a health care provider on the appropriate District forms required by School Board Policy 5.23 (Family and Medical Leave).

**(b) Families First Coronavirus Response Act (FFCRA):** The recently enacted FFCRA provides employees with paid sick leave or expanded family medical leave for specified reasons related to COVID-19. Employees may be eligible for the following:

**(1) Employee (Self - Leave):** Two (2) weeks (up to eighty (80) hours) of paid sick leave at the employee's regular rate of pay, if the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.

**(2) Employee (Caregiver - Leave):** Two (2) weeks (up to eighty (80) hours) of paid sick leave at two-thirds (2/3) the employee's regular rate of pay, if the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State or local government order), or to care for a child (under eighteen (18) years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of US Health and Human Services (HHS), in consultation with the Secretaries of the US Department of the Treasury (USDT) and US Department of Labor (US DOL).

**(3) Employee (Caregiver - Extended Leave):** Up to an additional ten (10) weeks of paid expanded family and medical leave at two-thirds (2/3) the employee's regular rate of pay, if an employee, who has been employed for at least thirty (30) calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

**(c) Other Leave**



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**(1) Temporary Duty (COVID-19):** If an employee is required to quarantine due to a work-related exposure, and the above leave has been exhausted or is not applicable, the District will provide up to ten days of temporary duty/administrative leave to the employee.

**(2) Sick Leave (COVID-19):** If an employee becomes ill with COVID-19 while quarantining due to a work-related exposure, the employee can request a continuation of temporary duty, if all FFCRA leave has been exhausted or is not applicable.

**(d) Privacy and Confidentiality**

**(1) Employee Medical Records:** Highly publicized public health emergencies naturally lead to parents/guardians, employers and colleagues' interest in knowing who has been diagnosed or is seeking a diagnosis, however protected health information (PHI) must remain private and confidential. Employee medical records include PHI and are exempt from public inspection; see Florida Statute 119.071. Parents/guardians do not have a right to know an employee's medical history or current medical status. The disclosure or use of information not available to members of the public is strictly prohibited and may be a violation of the standards of conduct for District employees; see Florida Statute 112.313(8).

**(2) Release of Medical Records:** Employee medical records and information about an employee's medical condition, may not be furnished to or discussed with any person other than the employee, the employee's legal representative, or health care providers involved in the employee's care or treatment, except upon written authorization from the employee or court order; see Florida Statute 456.057(7) and the Health Insurance Portability and Accountability Act (HIPAA).

**(3) Submission of Medical Records:** Employees must notify their immediate supervisors before an absence from work, but are not required to disclose any detailed information related to their medical condition to their immediate supervisor. Any documentation required for approval of a request for leave may be submitted to the employee's immediate supervisor or directly to Human Resources. Employee medical records, including any maintained in an employee's personnel file, are confidential and exempt from public inspection; see Florida Statute 1012.31.





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**(e) Absenteeism:** The parties agree that there is no substitute who can replace a regular employee in meeting the needs of the students served by the District. Communication between employees and their immediate supervisors is of paramount importance in maintaining the correct and proper operations of the District. If an employee follows proper procedures for requesting available leave and the request is approved, the employee will be held harmless for purposes of performance evaluation and discipline. Employees will not be retaliated against for use of approved leave.

**(8) PARTICIPATORY DECISION MAKING:** The parties agree to further establish, in writing, best practices and procedures for monitoring and enforcing safety protocols, and will revisit the subjects addressed in this MOU as necessary. Employee, parent/guardian, and student feedback will be considered. Updated guidelines issued by the CDC and FDOH will be reviewed and discussed, as well as any potential changes in the law or legal requirements; changes of the course or severity of the Pandemic; and the evolving needs of parents/guardians, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein.

**(a) Waiver:** No employee will be required to sign a waiver to work or participate in activities related to their job.

**(b) Bargaining Related Committees:** The parties also agree to utilize to the fullest extent the contractually established committees in continuing the collaborative work to solve problems during the COVID-19 pandemic:

- (1) SPALC Labor/Management Committee**
- (2) Transportation Labor/Management Committee**
- (3) Instructional Calendar Committee**
- (4) Insurance Task Force**
- (5) District Safety/Security Committee**

**(9) DURATION AND ACCEPTANCE:** This agreement supersedes all prior MOUs between the parties, except all other provisions of the CBA that remain in full effect. In the event of a conflict between this MOU and the CBA, the CBA will prevail unless mutual agreed upon by the parties.

**(a) Modification:** This MOU may not be amended except by a written agreement, signed by the parties. If executive orders, federal or state regulations, or other legal



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mandates create an anticipated impact to this MOU or the CBA, the parties will return to further negotiate a shared response to the impact.

**(b) Effective:** This agreement will be effective upon signing and will remain so until: ratification of a subsequent collective bargaining agreement; June 30, 2021, which is the end of FY21 (2020-2021 school year); or, agreement between the parties that conditions related to COVID-19 have improved to the extent that language in this MOU is no longer necessary; whichever comes first.

### Agreed to:

The Support Personnel Association of Lee County

  
Jamie Michael  
President

8-18-2020  
Date

  
Elizabeth Peterson  
Chief Negotiator

8-18-2020  
Date

The School District of Lee County

  
Gregory K. Adkins, Ed.D.  
Superintendent

8/19/20  
Date

  
Angela J. Pruitt, Ph.D.  
Chief Negotiator

8/18/2020  
Date