



MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers Association of Lee County (TALC) and The School District of Lee County (District) 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 instructional staff relative to the coronavirus (COVID-19) pandemic by amending the Memorandum of Understanding that was ratified by instructional staff and Board approved on September 22, 2020.

The TALC Labor/Management Committee reviewed the September 22, 2020 MOU and reached consensus on the items listed below. Unless otherwise stated the terms of the September 22, 2020 MOU will remain in effect. Emergency implementation of these amendments began immediately.

(1) 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. Procedures regarding Personal Protection will continue to apply, including but not limited to: symptom screening (employees), symptomatic employees, notice to District and local health officials, and notice of exposure.

(2) LEAVE: Human Resources will continue to 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. Procedures regarding Leave will continue to apply, including but not limited to: the Family Medical Leave Act, Privacy and Confidentiality, and Absenteeism.

(a) Families First Coronavirus Response Act (FFCRA): The recent expiration of the FFCRA required the District to take immediate action in order to prevent employees from experiencing adverse consequences associated with elevated COVID-19 positivity rates locally. FFCRA provided employees with paid sick leave or expanded family medical leave for specified reasons related to COVID-19. Effective January 1, 2021, employees may be eligible for the following:



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(1) **Employee (Self - Leave):** If an employee is required to quarantine due to a non-work-related exposure, the District will provide up to ten (10) days of temporary duty/administrative leave to the employee.

(3) **DURATION AND ACCEPTANCE:** This agreement amends prior MOUs between the parties. 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 mutually 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 mandates create an anticipated impact to this MOU or the CBA, the parties will return to further negotiate a shared response to the impact.

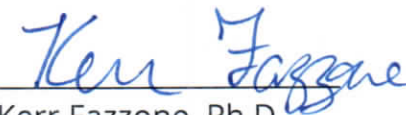
(b) **Effective:** This agreement will be effective January 1, 2021 and will remain so until: June 30, 2021, which is the end of FY21 (2020-2021 school year); or, agreement between the parties that conditions related to COVID-19 have improved to the extent that language in this MOU is no longer necessary; whichever comes first.

Agreed to:

The Teachers Association of Lee County

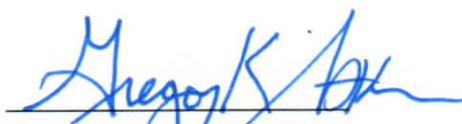

Kevin Daly
President

1/13/21
Date

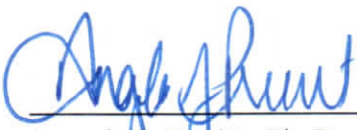

Kerr Fazzone, Ph.D.
Chief Negotiator

1/13/21
Date

The School District of Lee County


Gregory K. Adkins, Ed.D.
Superintendent

1/15/21
Date


Angela J. Pruitt, Ph.D.
Chief Negotiator

1/14/21
Date