



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 (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 instructional staff relative to the coronavirus (COVID-19) pandemic.

The TALC Labor/Management Committee met to discuss interests and options on August 11, 2021 and August 16, 2021 at the Lee County Public Education Center.

TALC 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 TALC Labor/Management Committee.

The TALC 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 ensure that each school or worksite has adequate cleaning supplies. Instructional staff will not be required to deep clean classrooms, however cleaning supplies will be available for instructional staff and students to keep assigned classroom(s) and work areas clean. Cleaning supplies will be available for all employees to use to assigned classroom(s) and work areas clean.

(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 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.



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(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: Instructional staff will 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.

(1) District Provided PPE: A cloth mask will be provided to all employees. Face shields will be provided to instructional staff, if requested. PPE will also be provided to employees for use by students in the employee's care.

(2) Proper Use of PPE: Cloth masks and other PPE should be worn in a manner consistent with the District guidelines, included in the District Health & Safety Protocols and Board Policy.

(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) Association Representatives: TALC Representatives, other than the school or site representative, have the right to visit schools. TALC will limit visits to each school or work site to no more than two TALC Representatives at any one time and



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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 present symptoms while at school/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.

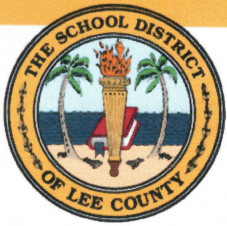
(2) Symptomatic Students: Establish and implement procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall identify a designated isolation room to be used for isolation of symptomatic and/or COVID-19 positive students. School or site-based administrators will ensure symptomatic and/or COVID-19 positive students are sent home as 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. Instructional staff 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 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. TALC Labor/Management will have the opportunity to review isolation room plans and may review situations where there is a concern about 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 established hygiene practices, 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 this plan. The plan will include sharing information regarding



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the Employee Assistance Program (EAP) and tele-health benefits available to employees.

(1) Student Visits: School counselors and other non-classroom instructional staff will be provided PPE to be stored in their offices and will be allowed to use conference rooms and other meeting space when meeting with students to allow for social distancing.

(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.

(3) ASSIGNMENT OF DUTIES: In addition to requesting leave, employees may request assigned duties to be performed remotely. The District will work to identify job descriptions with essential functions that allow for assigned duties to be performed remotely and will update job descriptions accordingly.

(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.



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(b) Consideration: The District will take into consideration certification, seniority and/or contract status, and position availability based upon student need, in order to ensure the correct and proper operations of the District.

(c) Support and Assistance: The District will provide adequate support and assistance, including equipment and training to employees working remotely. If possible, professional development will be offered electronically.

(1) Online Instruction: Best practices for improving student participation, delivery of content, and student support will be shared with instructional staff assigned to online instruction. The District will offer professional development to support effective online instruction.

(2) Certification: Employees are responsible for maintaining all job-related certifications, endorsements, and other job-related qualifications associated with specific program requirements. The District will offer professional development for instructional staff who seek to obtain or maintain professional certification necessary for their continued employment.

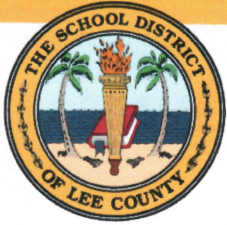
(d) Emergency Change in Assigned Duties: If a change in assigned duties is required due to an emergency, employees will be notified of their work location, whether in the building or virtually, as soon as possible. Administrators will follow the Support for Schools process.

(1) Emergency Classroom Coverage: Non-classroom instructional staff may provide emergency classroom coverage on a daily basis at a work location other than their regularly assigned work location on a voluntary basis. Employees may be eligible for mileage reimbursement in a manner consistent with Board Policy 6.01 (Authorized Travel Expense Reimbursement).

(e) TALC Labor/Management Committee: The TALC Labor/Management Committee may review situations where there is a concern about an employee's assigned duties or work location. The District will share the Support for Schools process with the TALC Labor/Management Committee.

(4) INSTRUCTION

(a) Online Instruction: All instructional staff providing online instruction will have access to District networks, equipment, software, and online platforms necessary for online instruction and the performance of other assigned duties.



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(b) Employee Quarantine: If required to quarantine, instructional staff will be responsible for reporting their absence, but will not be responsible for securing a guest teacher for their classroom. Instructional staff who are required to quarantine will not be asked to return to a school or worksite, if a guest teacher is not available. Employees may be required to work remotely, if they are not symptomatic or sick.

(c) Academic Freedom: Instructional staff have the autonomy to determine if an assignment is required for a grade and how to assign grades to students participating in online instruction. Students who miss instruction will be treated the same regardless of instructional delivery model.

(1) Student Participation and Parent/Guardian Contact: If a student consistently fails to participate in online instruction, instructional staff will only be required to make two attempts to contact the student's parent/guardian through the platform of the employee's choice. If after two attempts, instructional staff is not able to reach a student's parent/guardian, they must notify administration at their school or worksite who will address the situation with the parent/guardian.

(d) Technology: The parties agree that technology use is common in the workplace and in school settings. The parties seek to minimize any potentially negative impacts to employees resulting from the transition to online instruction.

(1) Notice: Every classroom must have a posted notice that District issued technology is being used for online instruction, including equipment that may allow for video and audio recording.

(2) Professional Development

(a) Privacy: Prior to the first day of online instruction, instructional staff must be provided access to training on compliance with applicable student and personal privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

(b) Data Security: Instructional staff must be trained on proper use of District provided equipment, how data is stored, and who has access to data.

(3) Working Conditions

(a) Remote Work: Instructional staff who are performing assigned duties remotely or providing online instruction from their school may have inadvertent lesson interruptions or distractions, including



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background noise or conversation with others. Immediate supervisors and employees will operate with compassion and grace.

(b) Equipment (District): District provided equipment, including laptops, will be used for online instructional. Other devices may only be used at the request of instructional staff and may be removed from the classroom upon written request.

(c) Equipment (Personal): Teachers will not be required to use their personal phone or email to contact parents, but will be provided access to Google Voice and other resources.

(d) Liability: If a parent/guardian brings forth a charge or civil suit against an employee related to lessons, educational materials, and/or discussions that arise during online instruction, the District will provide legal support to the employee provided the employee's conduct is in accordance with all applicable laws.

(1) District Property: Instructional staff will not be subject to discipline or otherwise held responsible for the actions of students or parents/guardians in regard to: damage to District equipment; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate distance learning; privacy issues; oversight of children at home; or improper use of technology.

(e) Discipline (Students): If a student uses technology to record an employee, without the employee's knowledge or permission, a recommendation for discipline will be made in a manner consistent with the Student Code of Conduct.

(4) Performance Evaluation: Under no circumstances will technology be used to record instructional staff or will recordings be used as part of a performance evaluation without advanced knowledge and written consent of the employee.

(5) Discipline (Employees): If disciplinary action is being considered for an employee, recommendations will be based upon the totality of the circumstances rather than solely upon recordings made by use of technology.



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(5) 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 TALC before any decision or offer to an employee or group of employees is made.

(a) Mandatory Attendance: Mandatory attendance at meetings, including faculty meetings and Professional Learning Community (PLC) meetings, may be necessary. The parties agree to follow the CDC guidelines for social distancing to the greatest extent possible. Instructional staff will be provided a virtual option for any mandatory professional development or meetings in order to minimize contact among staff members.

(1) School Hosted Events: School hosted events will follow the District Health and Safety Protocols.

(b) 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 TALC.

(6) 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 schedules accordingly to meet the needs of students.



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(7) PERFORMANCE EVALUATION: The TALC Evaluation Committee will meet to discuss potential impacts to performance evaluations for instructional staff.

(8) COMPENSATION: The parties agree that it is necessary to mitigate potential negative impacts to working conditions resulting from the continuing public health emergency associated with the coronavirus (COVID-19) pandemic. Emergency plans for distribution of Elementary and Secondary School Emergency Relief (ESSER) funding are pending approval by the Florida Department of Education (FL DOE), which are anticipated to result in the disbursement of over \$200 million in federal funding to the District over the course of a three-year period. The parties agree to continue negotiating the disbursement of non-recurring ESSER funds and have identified shared interests in providing economic relief and support to employees providing classroom coverage, instructional staff with classroom enrollment above District and state standards, employees who did not receive qualified disaster relief payments directly from the state, and additional sick leave in situations where an employee is unable to work remotely due to an employer directed absence.

(a) Qualified Disaster Relief Payments: In order to recognize the contribution of all employees who serve the students of Lee County, the District will provide employees who did not receive qualified disaster relief payments with a one-time payment of \$1,000.00, after the deduction of required employer and employee payroll taxes. Payment will be issued in December 2021 and individuals must be employed at the date of payment to be eligible.

(b) Career Ladder Movement: In order to support the retention of highly qualified instructional staff, the District will also provide salary increases effective July 1, 2021 to eligible employees covered by Article 10.02(2)(c).

(9) LEAVE: The District 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.

(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



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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) Other Leave

(1) Temporary Duty (COVID-19): If an employee is required to quarantine due to an employer directed absence, the District will provide the opportunity to work remotely, if the employee is asymptomatic and in a position that has been identified by the District as remote work eligible.

(2) Sick Leave (COVID-19): In an effort to minimize disruption to the educational environment by encouraging employees to consider taking advantage of all available mitigation strategies, the parties agree to a differentiated response based upon the following factors, which are consistent with the advice of medical experts from the US Centers for Disease Control and Prevention (CDC), Florida Department of Health (FDOH), and Lee Health.

(a) Employer Directed: In the event of an employer directed absence due to a direct threat to the health, safety, or welfare of students or staff, employees who are asymptomatic and in positions identified by the District as remote work eligible will be required to work remotely.

(1) Single Incident: If an employee is symptomatic or in a position identified by the District as not remote work eligible, the District will provide up to 10-days of Sick Leave (COVID-19) for a single incident during FY22 (2021-2022 school year).

(b) Employee Requested

(1) Employee (Self- Asymptomatic): If an employee requests the use of leave for reasons related to COVID-19, they are asymptomatic, and in a position identified by the District as remote work eligible, the employee may request to work remotely.

(2) Employee (Self - Symptomatic): If an employee requests the use of leave for reasons related to COVID-19, they are symptomatic, or in a position identified by the District as not



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remote work eligible, the employee will not be required to work remotely.

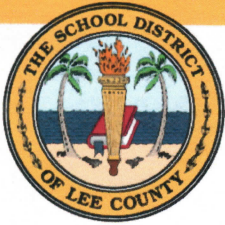
(3) Employee (Caretaker): If an employee is a caregiver for a child under the age of eighteen (18) or the legal guardian of an adult with disabilities who is required to quarantine for reasons related to COVID-19, the District will provide up to 10-days of Sick Leave (COVID-19) for a single incident during FY22 (2021-2022 school year).

(c) 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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(d) 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.

(10) 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) TALC Labor/Management Committee**
- (2) Instructional Evaluation Committee**
- (3) Instructional Calendar Committee**
- (4) Insurance Task Force**
- (5) District Safety/Security Committee**
- (6) Special Instructional Labor/Management Committee**
- (7) School-based Calendar Committee**

(11) 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 mutually agreed upon by the parties.




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(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.

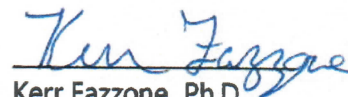
(b) Effective: This agreement will be effective July 1, 2021 and will remain so until: ratification of a subsequent collective bargaining agreement; June 30, 2022, which is the end of FY22 (2021-2022 school year); or, agreement between the parties that conditions related to COVID-19 have improved to 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

8/24/21
Date



Kerr Fazzone, Ph.D.
Chief Negotiator

8/24/21
Date

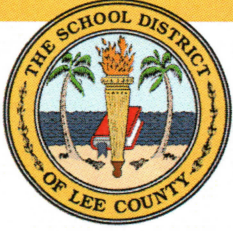
The School District of Lee County


Ken Savage, Ed.D.
Interim Superintendent

8/25/2021
Date


Angela J. Pruitt, Ph.D.
Chief Negotiator

8/24/21
Date



THE SCHOOL DISTRICT OF LEE COUNTY

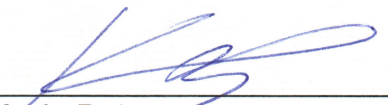
FY22 (2021-2022 School Year) COVID-19 Memorandum of Understanding Board Ratification

On August 25, 2021, the MOU was signed by TALC and the District and sent via District email to all Instructional Staff and Administrators with multiple reminders of procedures for ratification and Board approval. On October 5, 2021, and October 6, 2021, Instructional Staff voted to ratify the MOU with eighty-two (82) percent voting to approve ratification of the MOU.

The agreement will be effective July 1, 2021 and will remain so until: Ratification of a subsequent collective bargaining agreement; June 30, 2022, which is the end of the FY22 (2021-2022 school year); or, agreement between the parties that conditions related to the COVID-19 have improved to the extent that language in this MOU is no longer necessary; whichever comes first.

This agreement, between the School District of Lee County and the Teachers Association of Lee County, is ratified and signed this 19th day of October, 2021.

The Teachers Association of Lee County:

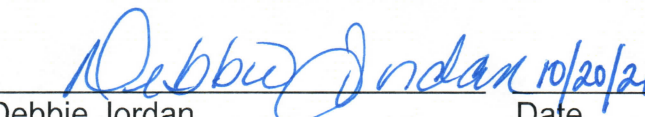


Kevin Daly
President, The Teachers Association
Date 10/20/21

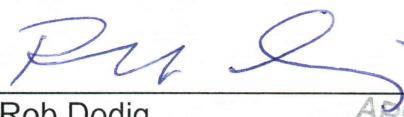


Kerr Fazzone, Ph.D.
Chief Negotiator
Date 10/20/21

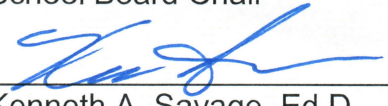
The School District of Lee County:



Debbie Jordan
School Board Chair
Date 10/20/21



Rob Dodig
Chief Negotiator
Date 10/19/21



Kenneth A. Savage, Ed.D.
Superintendent
Date 10/20/21

APPROVED
OCT 19 2021
SCHOOL BOARD OF
LEE COUNTY

BOARD MEMBERS: DEBBIE JORDAN, CHAIR, DISTRICT 4 | BETSY VAUGHN, VICE CHAIR, DISTRICT 6 | MARY FISCHER, DISTRICT 1
MELISA W. GIOVANNELLI, DISTRICT 2 | CHRIS N. PATRICCA, DISTRICT 3 | GWYNETTA S. GITTENS, DISTRICT 5
CATHLEEN O'DANIEL MORGAN, DISTRICT 7 | KENNETH A. SAVAGE, Ed.D., SUPERINTENDENT | KATHY DUPUY-BRUNO, ESQ., BOARD ATTORNEY