



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 Article 10 (Compensation) of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement that addresses emergency needs related to instruction during missed planning and classroom coverage. These emergency needs will be addressed with the expenditure of available Elementary and Secondary School Economic Relief (ESSER) Act funding.

The parties agree to the following modifications of Article 10.04, effective January 12, 2022:

(4) Instruction During Missed Planning and Classroom Coverage: If no Guest Teacher is available to provide classroom coverage for an absent classroom teacher, a Classroom Instructional Staff or Non-Classroom Instructional Staff member, as defined in Appendix C, may be assigned by an immediate supervisor to provide classroom coverage:

(a) Voluntary Assignment: Volunteers will be sought and a rotation schedule will be followed. The immediate supervisor shall maintain a list of employees who voluntarily agree to provide instruction during missed planning or classroom coverage. If volunteers are not available an immediate supervisor may assign classroom coverage to employees in an equitable fashion.

(b) Administrative Tasks: Employees who provide support to a classroom in need of classroom coverage by providing assistance with lesson plans, grading of assignments, parent contact, or other administrative tasks will be paid at their regular rate of pay (hourly rate) for an additional one (1) hour per day.

(c) Guidelines

(1) Elementary Schools: Each classroom teacher absence or vacant classroom teacher position will result in an additional funding at a rate of \$375.00 per day for classroom coverage. Available funding will be split evenly among employees who are



MEMORANDUM OF UNDERSTANDING

responsible for providing classroom coverage. If possible, students will be split among employees who teach the same grade level or are part of the same team. Administrators may assign Non-Classroom Instructional Staff to provide classroom coverage instead of splitting classes, if necessary. Classroom coverage of less than two (2) hours per day will be rounded up to the nearest quarter hour and paid at the employee's regular rate of pay (hourly rate).

(2) Secondary Schools: Each classroom teacher absence or vacant classroom teacher position may result in an opportunity for employees to provide instruction during missed planning or classroom coverage. In addition to regular pay, eligible employees will receive a classroom coverage premium in the amount of \$60.00 per hour for daily coverage and \$75.00 per hour for semester coverage. Employees will receive their regular rate of pay (hourly rate) for the loss of one (1) planning period per day. For purposes of payment, minutes worked will be rounded up to the nearest quarter hour.

(3) Special Centers and K-8 Schools: Employees who provide classroom coverage for elementary school students will be paid based upon the above guidelines for Elementary Schools. Employees who provide classroom coverage for middle and high school students will be paid based upon the above guidelines for Secondary Schools.

(4) Conflicts and Unique Coverage Situations: The TALC Labor/Management Committee will review situations where there is a concern about equity or manageability or if there is a unique classroom coverage situation that is not addressed by the above guidelines.

(d) Special Instructional Staff: Special Instructional Staff, including Athletic Trainers, School Counselors, School Social Workers, Speech-Language Pathologists (SLPs), Occupational Therapists (OTs), Physical Therapists (PTs), School Nurses (RNs), School Psychologists, Licensed



MEMORANDUM OF UNDERSTANDING

Mental Health Professionals, and Board-Certified Behavior Analysts (BCBAs) will not be required to provide classroom coverage.

This agreement will be effective January 12, 2022 and remain so until the ratification of a subsequent collective bargaining agreement or the exhaustion of ESSER funding. The parties commit to providing payment for the remainder of FY22 (2021-2022 school year) and may agree to a modification or amendment of this MOU for FY23 (2022-2023 school year).

Agreed to:

The Teachers Association of Lee County


Kevin Daly
President

2/10/22
Date


Kerr Fazzone, Ph.D.
Chief Negotiator

2/10/22
Date

The School District of Lee County


Kenneth Savage, Ed.D.
Interim Superintendent

2/11/2022
Date


Robert Dodig, J.D.
Chief Negotiator

2/11/22
Date