



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 and prior MOUs.

The parties involved desire to enter into an agreement that addresses emergency needs related to instruction during missed planning and classroom coverage.

Elementary and Secondary School Emergency Relief (ESSER) funds have been made available by the federal government for a limited time in order to support stabilization efforts. Therefore, a Memorandum of Understanding (MOU) was signed and effective January 12, 2022 with a commitment for payment for the remainder of FY22 (2021-2022 school year).

During the second semester of FY22 (2021-2022 school year), the District expended more than eight (8) million dollars in ESSER funding for coverage provided by classroom instructional staff and non-classroom instructional staff.

Numerous procedural hurdles were identified and addressed, however delays in payment and disputes over the timeliness and accuracy of payments persisted. In addition, the MOU did not address coverage being provided by special instructional staff who experienced significant staffing shortages and absenteeism as well.

Therefore, the parties agree to the following amendment of the language regarding instruction during missed planning and classroom coverage in Article 10.04:

(4) Instructional Coverage: The parties agree that there is a direct and positive relationship between the presence of an appropriately certified classroom teacher and student achievement.

(a) Classroom Teacher: If there is a vacant classroom teacher position or a classroom teacher is absent, the immediate supervisor should first seek to provide coverage with an appropriately certified classroom teacher. If necessary, the immediate supervisors may change the assigned duties of classroom teachers to ensure that students are appropriately assigned to certified classroom teachers in



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FOCUS. If an appropriately certified classroom teacher is not available, then a Guest Teacher should be used to provide classroom coverage.

(1) Classroom Coverage: If a Guest Teacher is not available to provide coverage, then employees that are Classroom Instructional Staff or Non-Classroom Instructional Staff, as defined in Appendix C, may be assigned by an immediate supervisor to provide classroom coverage. Employees will receive supplemental pay at their regular rate of pay (hourly rate) for each hour of classroom coverage.

(2) Administrative Tasks: If a Guest Teacher is available to provide coverage, then employees that are Classroom Instructional Staff or Non-Classroom Instructional Staff, as defined in Appendix C, may be assigned by an immediate supervisor to provide support or assistance with lesson plans, grading of assignments, planning and scheduling of meeting, attendance at meetings, parent contact, or other administrative tasks. Employees will receive supplemental pay at their regular rate of pay (hourly rate) for one (1) hour per day of administrative tasks. Specialist, Exceptional Student Education (Staffing) may provide support or assistance with administrative tasks in situations where a guest teacher is not providing coverage.

(3) Exceptions: Instructional staff assigned to support students with Individualized Education Plans (IEPs) shall not be required to provide classroom coverage, if it interferes with ESE compliance. Peer Collaborative Teachers shall only be allowed to provide one instructional period of classroom coverage per day.

(b) Special Instructional: If there are vacant Special Instructional Staff positions or there are Special Instructional Staff absences for one (1) week or more, then employees that are Special Instructional Staff, as defined in Appendix C, and working under the same job description, may be assigned by an immediate supervisor for one (1) week or more to provide support or assistance with planning and scheduling of meeting, attendance at meetings, parent contact, or other administrative tasks. Employees will receive supplemental pay at their regular rate of pay (hourly rate) equivalent to one (1) full day per week.

(1) Exception: Special Instructional Staff will not be required to provide classroom coverage.

(c) Process



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(1) Volunteer Coverage List: Immediate supervisors shall maintain a volunteer coverage list. Employees will be assigned coverage on an equitable basis. Immediate supervisor may take into consideration availability, seniority, certification, and performance when assigning coverage. If an employee is available and refuses to provide coverage, the assignment will pass to the next available employee on the list. If an employee refuses to provide coverage on three separate occasions, the employee will be removed from the volunteer coverage list. If an employee refuses to provide coverage, they will not be subject to disciplinary action. Immediate supervisors are expected to exercise flexibility and grace, if an employee refuses to provide coverage voluntarily. If no volunteers exist, immediate supervisors may assign coverage to employees in an equitable fashion.

(2) Conflicting Duties: Coverage may not conflict with regularly assigned duties. Employees are still responsible for completion of their regularly assigned duties when providing classroom coverage.

(3) Supporting Documentation: The District will establish specific earnings codes for each type of coverage.

(a) Coverage - Absence: Immediate supervisors shall record the leave management system (LMS) absences number in the comments of Coverage - Absence requests.

(b) Coverage - Vacancy: Immediate supervisors shall record the advertisement number in the comments of Coverage - Vacancy requests.

(c) Coverage - ED Approval: Executive Directors in School Development must approve all other requests for classroom coverage. Executive Directors are encouraged to approve appropriate coverage for employees providing semester coverage by teaching through planning, for coverage specifically included in a School Improvement Plan (SIP), or for coverage related to approved academic interventions for at risk or underperforming students.

(d) Unavailable: Compensation for coverage is not available for Individualized Education Plan (IEP) meeting or parent teacher related conference related absences, coverage of Non-Instructional Staff, coverage of Peer Collaborative Teacher absences or vacancies,



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professional development related absences, supplemental instruction (tutoring and enrichment), development of curriculum, or assessment related absences (proctoring and administration).

(e) Maximum: Employees may be paid a maximum of \$10,000.00 per fiscal year to provide coverage and administrative tasks.

(f) 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 coverage situation requiring special attention.

(d) Planning Period: Non-Classroom Instructional Staff and Special Instructional Staff are entitled to one (1) continuous planning period equivalent to the time provided to all instructional staff.

(e) Coverage Incentive

(1) Fifteen-Days: Employees who provide coverage will receive a \$1,000.00 incentive for each fifteen (15) cumulative days of coverage they provide.

(2) Pay Delivery: Payment will be issued on a quarterly basis. Coverage of ten (10) or more cumulative days will be rounded up at the end of each semester.

(3) Career Ladder: For FY23 (2022-2023 school year), employees who receive a coverage incentive will receive credit towards the Participation Requirements of the Career Ladder.

(f) Data: Data related to coverage shall be shared monthly with the TALC Labor/Management Committee, including but not limited to a count of: "Coverage – Absence", "Coverage – Vacancy", "Coverage – ED Approval", "Administrative Tasks", total coverage by employee, and total coverage by school. The TALC Labor/Management Committee will review data regularly to ensure implementation supports shared interests related to equity.

This agreement will be effective on August 10, 2022 and will remain in place for FY23 (2022-2023 school year) or until the exhaustion of the \$8.2 million in ESSER funding allocated for coverage for each year. All District employees must be notified of the exhaustion of ESSER funding.

Emergency implementation of this MOU will begin immediately. TALC will prepare for a ratification to occur as soon as possible.



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This agreement will serve as an amendment of prior MOUs on this topic and the collective bargaining agreement and may only be amended by the ratification and Board approval of a subsequent collective bargaining agreement.

Agreed to:

The Teachers Association of Lee County

Handwritten signature of Kevin Daly in blue ink.

Kevin Daly
President

8/11/22

Date

Handwritten signature of Kerr Fazzone in blue ink.

Kerr Fazzone, Ph.D.
Chief Negotiator

8/11/22

Date

The School District of Lee County

Handwritten signature of Christopher Bernier in blue ink.

Christopher Bernier, Ed.D.
Superintendent

8/11/22

Date

Handwritten signature of Robert Dodig in blue ink.

Robert Dodig, J.D.
Chief Negotiator

8/11/22

Date