

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED TEACHERS OF MONROE
AND THE MONROE COUNTY SCHOOL DISTRICT RELATED TO THE 2020-21 SCHOOL YEAR**

Employee Leave (Instructional and SRP)

Paid Leave shall be granted in compliance with the Families First Coronavirus Response Act: (Expires December 31, 2020)

A. Emergency Paid Sick Leave

Employees will be entitled to up to two weeks (10 days) of paid sick leave based on their regular rate of pay. Full time employees will be entitled to up to eighty hours of paid sick leave. Part time employees will be entitled to the number of hours the employee works, on average, over a two-week period.

Employees will be paid their full wages, not to exceed \$511 per day or \$5,110 in total, for reasons 1, 2 and 3 below.

Employees will be paid two-thirds of their wages, not to exceed \$200 per day or \$2,000 in total, for reasons 4, 5, and 6 below.

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 and is unable to work remotely.
2. The employee has been advised by a health care provider to self-quarantine related to COVID-19 and is unable to work remotely.
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis and is unable to work remotely.
4. The employee is caring for an individual subject to an order as described in 1 above or self-quarantine as described in 2 above and is unable to work remotely.
5. The employee is caring for his or her child whose school or place of care is closed, or childcare provider is unavailable, related to COVID-19 (see part B below) and is unable to work remotely.
6. The employee is experiencing any other substantially similar conditions specified by the US Department of Health and Human Services and is unable to work remotely.

As of January 1 2021, should FFCRA not be extended by the Federal Government, the Monroe County School District will match the leave program that replicates the FFCRA leave provisions through June 30, 2021.

If MCSD requires or requests an instructional employee to self-quarantine for any reason not specifically outlined above in part A, the employee shall be allowed to work remotely during the isolation period, if approval in writing is granted by the immediate supervisor. No leave shall be taken whatsoever, emergency or otherwise. When an employee already has been paid ten (10) days for Emergency Paid Sick Leave, any employee who needs to quarantine a second time or

care for a quarantined household member the employee will be required to use his/her accrued leave unless they are able to work remotely during the isolation period as noted above.

B. Emergency Family and Medical Leave Expansion (applies to reason 5 above)- Expires December 31, 2020

Employees will be entitled to up to twelve weeks of leave (two weeks of paid sick leave as described above, followed by up to ten weeks of paid family and medical leave) if the employee is caring for his or her child whose school or place of care is closed, or childcare provider is unavailable, related to COVID-19. Adult children with mental or physical disabilities may also qualify.

Full time employees will be entitled to up to forty hours of leave per week. Part time employees will be entitled to the number of hours the employee works on average, over that period.

Employees must be employed for at least thirty days to be eligible for up to ten weeks of paid family and medical leave.

Employees will be paid two-thirds of their wages, not to exceed \$200 per day or \$12,000 in total.

Employees may elect to substitute any accrued personal or sick leave for the first two weeks of partially paid leave under this provision.

The employee may elect to use any accrued personal or sick leave to pay for the remaining one-third of their wages to receive their normal amount of pay.

The following leave without pay may be granted by the Monroe County School Board in response to COVID-19 global pandemic:

C. COVID-19 Leave of Absence (for 2020-2021 school year)

Employees meeting one or more criteria below may be granted, upon request, a COVID-19 leave of absence for up to one school year, through the end of 2020-2021 school year. The rationale for a COVID-19 Leave of Absence is that an employee has the option to maintain their salary level and accrued sick days (minus the requirement to take ten (10) days at the beginning) while in paid status. Employees on a Professional Services Contract will maintain this status as well. This leave is not considered a break in service.

1. Employees age 62 and over.
2. Employees living with an individual age 65 and over.
3. Employees with certain medical conditions that place them at increased risk for severe illness from COVID-19 (including, but not limited to, cancer, chronic kidney disease, chronic obstructive pulmonary disease, weakened immune system, obesity, serious heart conditions, sickle cell disease, diabetes, asthma, cerebrovascular disease, cystic fibrosis, hypertension, neurologic conditions, liver disease, pregnancy, pulmonary fibrosis and blood disorders).
4. Employees living with an individual with certain medical conditions as described above.

Documentation (physician's statement, if appropriate) of the criteria above will be provided by the employee upon request. Employees must submit a request for a COVID-19 leave of absence, in writing, to their supervisor and the Human Resources Department.

Employees on COVID-19 leave will not accrue sick leave days or FRS (Florida Retirement System) credit if they go unpaid while on this approved leave.

Employees granted a COVID-19 leave of absence may not return to duty unless a vacancy exists for which the employee is qualified. The employee must notify his or her supervisor and the Human Resources Department, in writing, of his or her request to return to duty at the termination of the leave and no later than May 1, 2021. Although the Board does not guarantee the same position when returning to duty, the employee will be entitled to the first vacancy for which he or she is qualified in their previous worksite. All employees will be notified by the Human Resource Department, in writing, prior to tentative assignments being given for the 2021-22 school year.

If the employee desires to return before the beginning of the 2021-2022 school year, he or she shall submit such request in writing 30 days prior to availability to return to work. Employees returning from a leave of absence will be placed in the first available vacant position for which he qualifies within the district not to exceed three (3) months from the employee's written notice to return to work. Pending the number of employees on leave, Human Resources will use date and time when the employee notified Human Resources of their return, when more than one employee qualifies for the same position. Employees on leave for medical reasons will need to submit a physician's note to support their return to work.

If an employee on COVID-19 leave desires to keep their insurance, they are responsible for both their portion and the board's portion of the premium, beginning on the first day of leave. Choosing not to maintain insurance does not constitute a break in service.

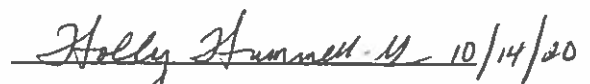
D. All other leave types in the contract are available for employee use.

Instructional Evaluation

Changes have been made to the Classroom Teacher Evaluation Instrument to the various components for the 2020-2021 school year due to the changes to instruction due to COVID – 19 (See attached.) Additional changes must be identified for the Counselor, Therapist, Media Specialist, Psychologist, and Teacher on Special Assignment Evaluation Instruments.

 10/14/2020

Monroe County School District Date

 10/14/20

United Teachers of Monroe Date



2020 2021 CONTRACT AGREEMENTS

TEACHER and SRP COMPENSATION and COMPENSATORY BENEFITS

INSTRUCTIONAL

- 1) New teachers - Raise MCSD minimum base salary from \$48,100 to \$48,400 (\$300 added to 2019-20 salary schedule)
- 2) All other teachers' compensation adjustment - \$1,500 movement (5 increments) on 2020-21 instructional salary schedule
- 3) Longevity for teachers hired FT in 2010-2011 and maintaining continuous service to present – additional \$900 (3 increment movement)

Tentative Agreement [Initials: *SM* / *UTM*]

SRP

- 1) Maintenance Employees \$.75 (3 increment movement)
- 2) Transportation Employees Bus Drivers \$.75; Add .15 + (3 increment movement) Bus aides (3 increment movement) Substitute drivers (\$15.10)
- 3) Food Service Employees \$.75; Add .15 + (3 increment movement)
- 4) For SRPs hired FT in 2010-2011 and maintaining continuous service to present whose salaries were adversely affected during that time – additional 2 increment movement (76 Employees)

Tentative Agreement [Initials: *SM* / *UTM*]

INSTRUCTIONAL

Supplements

All supplemental pay for clubs, athletics, extra duty, and other extra-curricular listed in the current UTM contract will be referred to a joint subcommittee for the 2020-2021 school year.

Tentative Agreement [Initials: *SM* / *UTM*]

K. Monroe Virtual Academy students that have been absent for fifteen (15) days or more will be withdrawn from MVA unless a medical exception is necessary.

L. Any teacher who accepts an assignment to teach a Virtual Instruction course shall be required to complete the appropriate training sessions.

Tentative Agreement [Initials: *ra* / *HTA*]

ARTICLE XII: NON-TEACHING DUTIES/ ACTIVITIES

G. Bus or other supervisory duty beyond the teacher workday except in an emergency when an administrator is not available or coverage in addition to available administrator is needed. \$25 shall be earned by any teacher who volunteers to supervise arrival and/or dismissal before or after the normal workday. \$25 will be earned for each hour worked.

Tentative Agreement [Initials: *ra* / *HTA*]

Term

All agreements reached through the 2020-2021 negotiations will be incorporated into the existing 2019-2020 Teacher/SRP Contracts between the District School Board of Monroe County and the United Teachers of Monroe unless expressly indicated and thereby extended as the 2020-2021 Teacher Contract.

ARTICLE XXXI: TERM

Section 3:

This contract shall be in force and binding upon the parties until midnight June 30, 2020~~21~~. The parties shall reopen the contract on or before June 1st, 2020~~21~~, on all subjects of collective bargaining. However, it is agreed that the Board and the Union shall have the right to reopen negotiations during the term of this contract should new legislation require the Board or Union to take action on matters affecting wages, hours or working conditions, or by mutual consent.

Tentative Agreement [Initials: *ra* / *HTA*]

Doreen Ayers 10/14/2020
Monroe County School District/ Date

Holly Hummel - HT 10/14/20
United Teachers of Monroe/ Date