

**Memorandum of Understanding
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
2020-2021**

This memorandum serves as an agreement between the St. Johns County School District and the St. Johns Educational Support Professional Association for the 2020-2021 school year.

The following leaves with pay will be granted in compliance with the Families First Coronavirus Response Act:

A. Emergency Paid Sick Leave – April 1, 2020 – December 31, 2020

Employees will be entitled to up to two weeks 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.
2. The employee has been advised by a health care provider to self-quarantine related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
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.
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).
6. The employee is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

Paid sick leave under this provision does not carryover from one year to the next. Employees are not entitled to reimbursement for unused leave upon termination, resignation, retirement, or other separation from employment.

NOTE: If the employer, including school-based administrators, requires or requests an instructional employee to self-quarantine for any reason not specifically outlined above in part A, the employee may be allowed to work remotely during the isolation period, if approved by their 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, the employee who needs to quarantine a second time or care for a quarantined household member the employee will be required to use his 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) – April 1, 2020 – 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 annual, personal or sick leave for the first two weeks of partially paid leave under this provision.

The employee may elect to use any accrued annual, 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 Board in response to the 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. 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 unpaid status. Employees on a Professional Service 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 62 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) 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 April 15, 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. All employees will be notified by the Human Resources Department, in writing, by April 1, 2021 of their need to submit a letter of intent by April 15, 2021.

If the employee desires to return before the beginning of the 2021-22 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 back to work.

Employees may elect to substitute any accrued annual, personal or sick leave for leave without pay under this provision. However, the employee must use ten (10) days at the beginning of the leave of absence.

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 day after the last day of sick leave used. Choosing not to maintain insurance does not constitute a break in service.

To request a COVID-19-related leave of absence, employees should notify their supervisor and Associate Superintendent of Human Resources in writing (email acceptable) by August 10, 2020 at 5 PM

Cathy Weber

Cathy Weber
Chief Negotiator, SJCSJ

7-29-20

Date

tamara r whitaker

Tammy Whitaker
Chief Negotiator, NEFSU

7-29-2020

Date