

MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 SICK LEAVE

This Memorandum of Understanding ("MOU") is made and entered into this 13th day of October 2020, by and between the Lake County School District R-1 ("District") and the Lake County Education Association ("Association") concerning paid leave for specified reasons related to COVID-19.

RECITALS

WHEREAS, the District and the Association are parties to a master agreement dated May 2019 ("Master Agreement") which sets forth certain terms and conditions of employment for the Association's members (the "Master Agreement"), including terms and conditions for taking paid leave; and

WHEREAS, consistent with District policy for all District employees, the Master Agreement requires Association members to exhaust Paid Time Off (PTO) leave prior to applying for leave from the Sick Leave Bank; and

WHEREAS, in response to the COVID-19 pandemic, federal and state lawmakers have passed the Families First Coronavirus Response Act ("FFCRA") and the Healthy Families and Workplaces Act ("HFWA"), which require employers to provide paid sick leave and expanded medical leave for specified reasons related to COVID-19 in order to decrease the spread of COVID-19 and promote public health by incenting employees to stay home if they are sick; and

WHEREAS, the PTO exhaustion requirement for applying to the Sick Leave Bank is inconsistent with the public health objectives of the FFCRA and HFWA; and

WHEREAS, to further promote the safety and health of District employees and students, and the greater school community, the District and the Association desire to enter into this MOU for the 2020-2021 school year to align the District's sick leave practice for COVID-19 with the FFCRA, the HFWA, and related public health objectives for decreasing the spread of COVID-19.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein my reference, and the mutual covenants set forth herein, the District and the Association agree as follows:

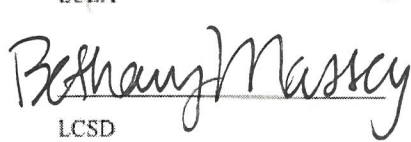

1. Term. The term of this MOU shall be from July 1, 2020 through June 30, 2021.
2. Paid Sick Leave for COVID-19. Through December 31, 2020, Association members are entitled to paid sick leave and expanded family medical leave for covered reasons in accordance with the FFCRA. Effective January 1, 2021, Association members are entitled to paid leave in accordance with certain provisions of the HFWA.
3. No Exhaustion Required. During the term of this MOU, Association members shall not be required to exhaust their PTO prior to applying for the Sick Leave Bank leave for reasons related to COVID-19 and covered under the FFCRA or HFWA, as applicable. Access to Sick



Leave Bank leave shall be subject to the approval of the Sick Leave Bank committee in accordance with the provisions of the Master Agreement.

4. No Change to Other Leave Benefits. Paid sick and medical leave for reasons unrelated to COVID-19 shall continue to be governed by the relevant provisions of the Master Agreement and District policy, as applicable.

IN WITNESS WHEREOF, the District and Association have caused their respective representatives to execute this MOU as of the date first written above.

 
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Dated: Oct. 13, 2020