

**Letter of Understanding
Between the
Frankfort-Elberta Education Association and the
Frankfort-Elberta Educational Support Personnel Association
and the Frankfort-Elberta Area School Board (“District”)**

Re: Personal Sick Leave Days Due to COVID-19 School Operations

This Letter of Understanding (LOU) addresses both certified and support staff collective bargaining agreements. This LOU is for the 2021-2022 school year, beginning on September 7, 2021, and ending on June 10, 2022. The LOU may be extended by the parties to the last instructional day of the school year due to COVID-19.

Notwithstanding anything to the contrary in the current applicable collective bargaining agreement, the parties agree as follows:

I. COVID-19 Employee Leave Procedures

Where foreseeable, an employee should provide notice of COVID-19 to the superintendent as is practical. Documentation from either local health department or medical health provider must be filed with superintendent in order to have personal sick/leave days waived during absence from face to face instruction.

Note: The maximum number of COVID days the district will cover is fifteen (15).

Employee would be covered by the district for ten (10) sick days under the following scenarios. It is understood employee would provide support to the substitute teacher during time away from the classroom as much as possible.

1. Employee tests positive as determined by the local health department; or employee's health provider; and is directed to quarantine.
2. An employee's child tests positive or must quarantine.
3. Employee is directed to quarantine by the school district.

After the first ten (10) days per 1, 2 or 3 above, the district will match the employee 1 to 1 ratio for additional days missed beyond the first 10.

Note: If the employee goes beyond twenty (20) days of quarantine for any reason, the employee will be required to draw from their individual leave bank of sick days; personal days; or trade days.

If any questions arise to why an employee cannot return to work, a conversation must ensue between the employee, the employee's supervisor, and the superintendent. An employee is welcome to have the President of their Association (Certified or Support Staff) present during this conversation.

II. Miscellaneous

1. This LOU is not precedent-setting and cannot be used as evidence of practice or policy at the district.
2. By entering into this Agreement, neither the Board nor Association waive any other rights or protections respectively afforded to them by the terms of the CBA, except as otherwise specifically waived, modified or relinquished.
3. This Agreement expires on June 10, 2021 or on the last day of student instruction of the 2021-2022 school year.
4. This LOU cannot be changed unless by written agreement signed by an authorized representative of each party, and the LOU will supersede any CBA provisions, policies, and practices inconsistent with the LOU.
5. Each individual signing below represents and warrants that the individual is authorized to sign on behalf his or her respective party, as reflected below.

Bob Kirby
(For the Associations)

9-23-2021
Date

Carrie Aldrich
(For the Associations)

9-24-2021
Date

Jeff Jumbo
(For the District)

9-23-2021
Date