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MEMORANDUM OF UNDERSTANDING

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School Board of Pinellas County

And

SEIU/Florida Public Services Union, CTW-CLC

This Agreement dated this 17<sup>th</sup> day of January, 2022 is between the School Board of Pinellas County, Florida (the "District" or "Board") and the SEIU/Florida Public Services Union, CTW-CLC, (SEIU) relating to wages to be paid for COVID sick leave due to quarantine.

**WHEREAS**, on September 29, 2021 the parties entered into an MOU which authorized employees required to quarantine due to COVID-19 to be paid under certain conditions and if not eligible for such payment, to utilize the sick leave bank pursuant to modified guidelines for the benefit of the employees, and

**WHEREAS**, the September 29, 2021 MOU was ratified by SEIU members on October 5, 2021 and approved by the Board on October 12, 2021 with the benefits retroactive to October 1, 2021; and

**WHEREAS**, the parties expressly agreed that the benefits described in the October 7, 2021 MOU would expire on December 17, 2021; and

**WHEREAS**, immediately prior to the two-week winter break on December 17, 2021, a new variant emerged ("Omicron") causing additional infections and a spike in the need for employees to quarantine; and

**WHEREAS**, the parties want to ensure that employees required to quarantine due to COVID-19 continue to be paid on or after January 3, 2022 or have access to the sick leave bank on the terms and conditions set forth herein; and

**NOW THEREFORE**, the parties agree as follows:

1. Fully vaccinated employees (as defined by the CDC), who are required to quarantine, will be paid for up to ten days provided that:

a) they have not already used ten days of COVID-19 sick leave since March 2020 and if they have used some but not all of the 10 days, the available days will be prorated; and

b) quarantine decisions will be made based on the latest guidance by the Florida Department of Health in conjunction with the Pinellas County Schools COVID Team; and

c) currently, fully vaccinated employees are required to quarantine if they test positive for COVID-19; and


d) a medical exemption from the requirement that the employee is fully vaccinated may be provided by a licensed medical doctor.

2. Employees who are not eligible for the COVID sick leave as described above, may access the sick leave bank which allows for paid sick leave for up to 10 days if required to quarantine. All employees are encouraged to join the sick leave bank.

3. Payment to employees for sick leave taken under paragraph 1 between January 3, 2022 and March 31, 2022 will be made retroactively back to January 3, 2022 within fifteen days after this agreement is ratified by SEIU and approved by the Board. Retroactive payments will be made to employees who are active when payments are made. Use of the sick leave bank, as modified by the parties for COVID-19, will be available once this agreement is ratified by SEIU and approved by the Board.

3. This MOU expires on March 31, 2022.

 1-11-22  
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Paula Texel Date  
Associate Superintendent, HR

 1/11/22  
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Joseph Brenner Date  
Director of Organizing and Bargaining  
SEIU-Florida Public Service Union