

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITRUS COUNTY SCHOOL DISTRICT (“District”)
AND THE
CITRUS COUNTY EDUCATION ASSOCIATION (“CCEA” or “Union”)**

The Citrus County School District and Citrus County Education Association recognize that our students are entitled to the best possible education and educational environment, even in unprecedented times of emergency. The District and the Union express mutual appreciation for flexibility, understanding and patience during this public health emergency.

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Citrus Public Schools for the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of Citrus’ children, families, employees and the community. The parties mutually agree on best practices and safety procedures for reopening schools as follows:

Training & Preparation

In addition to providing training and support for the implementation of a district-chosen learning management system, the District will provide sufficient training for employees on proper safety protocols, how to use safety equipment and supplies safely and properly, how to de-escalate situations in which students refuse to follow protocols, and how to handle other situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, student engagement, and attendance.

Recognizing that adequate time must be made available to accommodate training and preparation, return to work dates shall be adjusted as follows:

- Instructional staff will report to work August 3rd and 4th for training on the learning management system and return for pre-planning August 11th
- 181-day Support staff will return to work August 19th
- 182-day Support staff will return to work August 18th
- 192-day Support staff will return to work August 14th

Changes to the 2020-21 start date will not impact pay dates or paychecks for instructional or support employees.

Meetings and trainings shall be scheduled during the pre-planning days to maximize time for teachers to prepare classrooms for physical distancing, plan for curriculum, or to use as otherwise deemed necessary by the teacher for preparation of reopening. Teachers will have at least three full days during pre-planning for self-directed, independent planning and preparation.

Throughout the ongoing pandemic, meetings and trainings will be conducted virtually whenever possible. If a meeting or training cannot be conducted virtually, physical distancing measures and other safe gathering protocols will be required.

Safe & Sanitary Work Environment

Every reasonable effort shall be made to ensure safety protocols are implemented in accordance with guidance from the Center for Disease Control and Prevention (“CDC”), Florida Department of Health (“DOH”) and applicable privacy laws and regulations.

BEHAVIORS & ROUTINES: The District shall limit nonessential school site and classroom visitors. Whenever possible, parent and student conferences will be conducted virtually. Any visitors who are deemed essential must comply with all safety protocols established by this MOU. For the purposes of this MOU, representatives of CCEA shall be considered essential.

Class sizes and configuration of physical spaces shall be optimized to allow for physical distancing. To ensure physical distancing can be maintained, teachers may be asked to cover for absent teachers by adding students from the absent teacher's class. Every effort shall be made to preserve physical distancing.

District-wide hygiene practices, physical distancing, and other safety protocols will be reinforced to students and embedded in daily routines. Daily schedules must include time for every student and employee to implement adequate hygiene practices and physical distancing.

CLEANING: The District will implement guidelines and a schedule for cleaning, disinfection, and proper sanitization of facilities and equipment.

As long as products are available, the District will ensure that each worksite has adequate cleaning supplies, including disinfectant and hand sanitizer. Use of shared equipment or materials shall be limited. Upon Request, appropriate cleaning supplies shall be made available in classrooms. Instructional and CCEA support staff are not required to deep clean or sanitize classrooms; however, supplies will be made available for their use upon request. Providing the employee has completed the necessary safety training for the use of cleaning supplies. Only employees that have completed the safety training and signed the product request form, may receive the product.

PERSONAL PROTECTION EQUIPMENT: The District will ensure that bargaining unit employees whose job description requires close contact with students are provided with supplies and equipment commensurate with their exposure level including face shields, clear face coverings, gloves and additional supplies as requested.

Staff will follow School Board Policy 3.232 Face Coverings. To encourage use of face coverings, the District will provide a supply of reusable masks for the employee's personal use. Employees may use face coverings of their own and shall not be discouraged from wearing face coverings or PPE at any time.

Both parties recognize that the District has implemented a mask requirement to support efforts to control the spread of COVID. Requirements for masks to be worn by employees shall be accompanied by similar requirements for students and other persons on site. As the District is requiring face coverings, a supply of masks will also be made available to staff for students who may need them. Employees with documented medical condition or other concerns for wearing face coverings must provide written medical documentation from a practicing medical doctor.

Staff Authority & Protection

No employee will be required to sign a waiver to work or participate in activities related to their jobs.

The District shall provide and communicate a clear and consistent protocol for responding to students and staff who refuse to adhere to physical distancing, and/or required safety measures (ie, appropriate usage of face coverings). Staff shall not be disciplined for

- Reasonable enforcement of safety protocols
- The actions of students or parents who fail to adhere to safety protocols (all efforts must be made to have safety protocols met)
- COVID19 cases traced to their classroom (However, staff must adhere to all aspects of the Return to Work Plan)

CLASSROOM RECORDING: In no circumstances will livestreaming or video recordings of employees in the classroom setting occur without the advance knowledge and written consent of the employee.

As in all situations when disciplinary action against a teacher is being considered based on live-streamed or recorded evidence, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.

Students who record a teacher without their knowledge or permission will be subject to discipline according to the District's student code of conduct.

The District will provide an attorney who will represent the teacher as per School Board Policy 2.42:

- I. The School Board shall provide legal services for any School Board member or employee who is sued for any action arising out of or in the course of employment by the district.
- II. Legal services for School Board employees shall be provided only upon the Superintendent's determination that the employee was at the assigned place of duty and was not guilty of willful neglect of duty, gross negligence, or improper conduct

COVID Response

The District will cooperate with the DOH to facilitate contact tracing following the identification of a COVID-19-positive exposure. Upon request from DOH the District will assist the Health department in alerting an employee that may have been exposed to COVID-19. The DOH has established processes in place that they will continue to follow.

In the event a closure is deemed necessary, the district's Emergency Distance Learning Plan provides procedures and expectations for the continuity of instruction.

Instructional and support staff may work remotely or may be temporarily assigned to a reasonable alternate work location during an emergency closure. Instructional and support staff will not be required to return to classrooms, work areas or worksites following an emergency closure until deep cleaning and disinfection of the impacted area(s) have been completed.

The District will follow DOE guidelines for waivers for making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday necessitated by emergency closures will be discussed with the Union.

Transfers & Reassignments

It is understood that reopening schools in a way that best meets students' needs by providing parents flexibility in choosing either brick-and-mortar or virtual options may result in necessary adjustments to allocations through the earliest part of the school year. To ensure qualified staff are placed where they may be needed most, the parties agree to waive the following provision of the instructional contract:

Article VII, Section H

2. Teachers shall not be allowed to transfer two (2) weeks prior to the first day of pre-planning.

Staff subject to involuntary transfers for reasons of staff reductions in a school shall continue to have priority consideration on assignment to open positions over all voluntary transfers. Involuntary transfers will be conducted in accordance with existing contract language.

The parties recognize that staff at high-risk for serious complications from Covid-19 may need work assignments which offer greater protection from exposure. Staff that identify as high-risk or are caring for high-risk family members may request a remote assignment in lieu of leave. If it is deemed possible that an employee's job duties can be completed remotely without a loss of productivity or without having to reassign responsibilities to another employee, the district will work with the employee on the parameters of their remote status, including providing adequate equipment and training. When the statewide, state of emergency no longer exists, the employee will return to their worksite.

Leaves Provisions

When remote work is not a viable option to high-risk staff, paid and unpaid leave options are available, including use of accrued sick leave, FMLA, and/or medical leave (unpaid). Human Resources will advise staff of applicable leaves.

Symptomatic and/or COVID-19-positive employees will be required to stay home per CDC and DOH guidelines. Employees experiencing any combination of symptoms (or with a fever above 100 degrees) or those directed to quarantine by a medical professional should alert administration. Non-instructional employees may request to work remotely during required isolation periods and when such requests can be approved, no leave whatsoever shall be taken.

If remote work is not a viable option and instructional or support staff are required to take leave for an isolation period, it is expressly understood that the employee on leave cannot be required to complete work-related tasks. Instructional employees will accept, as part of a student's grade, all work and assignments completed during the teacher's absence under the direction of a substitute teacher.

COVID-19 LEAVE

Families First Coronavirus Response Act

Employees required to quarantine or experiencing symptoms of COVID-19 and seeking a medical diagnosis are eligible for up to ten (10) days of paid emergency sick leave as provided through the Families First Coronavirus Response-Act (FFCRA). The 10 days afforded to employees under the FFCRA can only be used one time. The FFCRA will expire 12/31/2020.

Documented exposure at work

Staff members that are asked to quarantine or self-isolate due to a COVID 19 exposure, that occurred while the staff member was in the performance of their duties will not be required to use sick leave or vacation days. The staff member will be required to continue their duties (as adjusted by their supervisor) from home. *If the staff does not continue their duties, they will be required to use leave for the time missed.*

The exposure must be connected to a work-related activity, as documented in a letter from Department of Health and provided to immediate supervisor.

A person will not be granted the opportunity to work from home because of an exposure that occurs on personal time. This would include exposure that occurred during activities that were not work-related. These would include, but are not limited to: lunch with staff members, group activities outside work, walking with colleagues during lunch, etc.

Positive COVID-19 Test

For staff testing positive for COVID 19, it is not possible to confirm with 100% certainty where a person contracted the virus, therefore CCSB cannot afford the same flexibility with leave. Any employee testing positive for COVID-19, who is not able to telework, would need to:

- Use the 10 days available from the Family First Coronavirus Response Act (available through December 31, 2020), if telework is not possible
- Use accrued leave (including donated leave time as provided in School Board Policy 6.549)
- Family Medical Leave (FMLA) as provided per Federal Guidelines

Additional leave options are provided in Board policy and existing contract language and will remain in effect.

The parties agree that no employee should be discouraged from utilizing leave time for legitimate health concerns. Use of accumulated leave time or available leave options for any COVID-19 related situation shall not be grounds for discipline, lower evaluation ratings, or diminished professional references. If it is determined that an employee is abusing the Leave policy without a legitimate reason it will remain grounds for discipline, up to and including a recommendation for termination, lower evaluation rating or a diminished Professional reference. All other leaves shall be available in accordance with contract and as provided under law.

Other Considerations

INSURANCE: All out-of-pocket medical expenses related to COVID19, including expenses incurred beginning with school closures in March 2020, will be covered by the District provided the employee is on one of the District's health insurance plans through 12/31/2020.


Evaluations

The district's evaluation committee will meet to review classroom observation protocols and recommend temporary adjustments to evaluation processes or criteria. Administrators will be trained on--and teachers will be informed of--any alterations to the process, criteria or instrument prior to the first evaluative classroom observation being conducted.

Teachers who are assigned both brick-and-mortar and virtual classes will only be observed for evaluative purposes in the brick-and-mortar setting.

This MOU shall be in effect until June 30, 2021. Both parties recognize that the guidance upon which the Reopening Plan has been drafted is subject to change and agree to revisit or modify the MOU, if needed, based upon updates or changes to guidance from the Florida Department of Education, Centers for Disease Control, or state or local government mandates.

Dated this 17th of September 2020



For the District



For the Union