

August 3, 2020

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF LEON COUNTY, FLORIDA
AND THE LEON CLASSROOM TEACHERS ASSOCIATION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the Leon County School Board of Florida (“LCS” or the “District”) and the Leon Classroom Teachers Association (LCTA) hereinafter collectively referred to as “the parties.”

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Leon County Schools for the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and wellbeing of Leon children, families, employees and the community.

WHEREAS, the global Coronavirus pandemic (“COVID-19” or “pandemic”) has forced changes in the manner in which teachers deliver and students receive their education.

WHEREAS, the parties recognize that while the manner in which we engage has changed, the expectation to provide students with equal access to a high-quality education has not. The parties are committed to ensuring that exceptional learning continues amidst the COVID-19 Pandemic.

WHEREAS, a plan to reopen schools safely demands transparency, comprehensive communication, and meaningful partnership with stakeholders including local health authorities, parents, students, employees, and other community partners.

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for the reopening of LCS as follows:

The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.

Health and Safety

1. The procedures contained herein shall be implemented in accordance with the Center for Disease Control and Prevention (“CDC”) guidelines and applicable privacy laws and regulations.

2. The District shall conduct daily health checks of student’s, administration, faculty, and staff, such as temperature screening and symptom checking. It will provide adequate staffing and resources to ensure that health checks are conducted safely and in accordance with CDC guidelines. Bargaining unit employees shall not be tasked with conducting or supervising health checks. The District will also encourage parents and employees to conduct at-home health checks before coming to school.

3. The District shall limit nonessential school site and classroom visitors. Any visitors who are deemed essential must comply with all safety protocols established by this MOU.

4. In accordance with, Article 3.02 of the LCTA CBA, During the regular workday, authorized representatives of LCTA may visit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with or disrupt normal site operations. No authorized representative shall use this privilege except to conduct LCTA business.

5. The District will update and inform LCTA in writing within twenty-four hours of any changes to emergency and school site plans, and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested positive for COVID-19, including but not limited to the following:
 - a. Implement procedures and training to address and identify individuals who appear symptomatic.
 - b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage conducted by a nurse, and have at least one isolation room that can be used to isolate symptomatic and/or COVID-19 positive individual.

- c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.
- d. Following CDC guidelines on how to disinfect the building if someone is symptomatic and/or COVID-19 positive.
- e. Closing out areas used by the person who is symptomatic and/or COVID-19 positive following the CDC timelines and guidelines.
- f. Identification and contact tracing in accordance with CDC guidelines.
- g. Preparing for targeted school closures where necessary.
- h. If there has been a confirmed COVID-19 case at a school, the District shall “[d]ismiss the room or building of students and most staff for an initial consultation with local health officials” as recommended by the Florida Department of Education which recognized that this “allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.” Said procedures will be developed in accordance with CDC guidelines and in collaboration with LCTA and local health officials.

6. Employees who are at increased and/or high risk for serious complications from COVID-19 or are caring for increased and/or high risk household members shall be provided the choice of a remote assignment upon request and the District will work with them on their remote status and will provide adequate equipment and training. The employee shall be guaranteed the opportunity to return to their same worksite and position.

a. Social Workers, School Counselors, and Deans may be directed to contact families to inquire about supports needed in the event a student is not participating in the available distance learning. LCS shall provide uniform support and clear guidance to members of the bargaining unit for students in need.

7. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. As recommended by the CDC:

- a. If an employee or student has had COVID-19 symptoms, they may not return to school until they have had 3 days with no fever, their respiratory symptoms have improved, and it has been at least 10 days since symptoms first appeared.
- b. If an employee or student has tested positive for COVID-19, they may not return to school until they have no fever, respiratory symptoms have improved, and they have received two negative test results in a row, at least 24 hours apart.
- c. If any employee or student has had close contact with someone with COVID-19 and/or COVID-19 symptoms they must stay home for 14 days after said contact.

Any employee who is asymptomatic but is required to stay home for the reasons outlined above may request a remote assignment as described in Paragraph 7 of this MOU.

8. Any leave associated with COVID-19 will be treated as administrative leave or temporary duty leave paid for by the District. No personal, sick, or unpaid leave shall be deducted from an employee's leave allocation.

9. 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 will be negotiated with the Union.

10. All meetings will be held virtually. Faculty meetings will be conducted in accordance with Article 7.05 of the CBA.

11. The District will ensure adequate staffing, equipment and supplies are provided to support hygiene behaviors, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, N-95 masks, gloves, disinfectant wipes, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers, hands-free handwashing and sanitizing stations, no-touch/foot pedal trash cans, air purifiers, and UV stations for cleaning of frequently used items. Bargaining unit employees and schools will have access to said supplies and equipment as needed and as recommended by the CDC. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use. If supplies are not available and employees purchase supplies with their own money, they shall be fully reimbursed when receipts are submitted.

The District will provide and maintain an ample supply of hands-free hand sanitizer at the entrance of schools, inside and outside each classroom, and outside all bathrooms, so students and employees can clean their hands upon entering and upon exiting.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g., employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, clear face coverings, physical barriers, and additional supplies as needed.

12. Pursuant to CDC guidelines, “[f]ace coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.” The District shall establish a clear and clearly communicated policy for who will need to wear face coverings and when face coverings will need to be worn. The District shall establish and enforce policies and procedures to support of individuals who are noncompliant. Employees whose job descriptions do not require increased interaction with students (e.g. employees who work with younger students, ESE students and students with physical conditions) will be encouraged to remain 6 feet apart from any students who are not wearing face coverings.

13. The District will implement guidelines and schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment including, but not limited to, daily sanitation of all schools, deep cleaning at least once per week, and consistent sanitation of high use surfaces, areas, and equipment (e.g., bathrooms, water fountains, playground equipment, door handles, sink handles, physical education equipment, and art supplies). The District shall post in common areas signed verification of the completion of such cleaning, daily. Bargaining unit employees shall not be tasked with conducting or supervising routine cleaning, disinfection, and proper sanitation of facilities and equipment. Use of shared objects and equipment should be limited where possible.

14. The District will establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but not limited to, signage and physical markings, increased

monitoring and security, and limited and/or staggered transitions.

15. Class sizes will be reduced in a manner that will facilitate compliance with CDC physical distancing guidelines and class-size limits. Classrooms and workspaces must be reconfigured and space seating must be at least 6 feet apart to comply with the same.

16. All classroom spaces in school buildings will be used to accommodate in-person instruction, or itinerant staff use, that adheres to safety protocols.

17. In accordance with Article 7.01.A.3.a of the CBA, teachers will not be required to supervise lunch. Lunch shall not take place in classrooms. Additionally, the District will provide adequate time and staffing for said members of the bargaining unit to take care of personal needs.

18. The District will encourage and communicate health and safety practices to parents, students, and employees. Uniform district-wide, hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules must include time for every student and employee to implement adequate hygiene practices and social distancing.

19. The District will implement a plan to support the wellbeing and mental health of students and employees and will ensure adequate staffing to administer said plan.

20. Bargaining unit employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Bargaining unit employees shall not be disciplined or held responsible for reasonable enforcement of safety protocols; the actions of students or parents, such as those who refuse to follow instructions to practice safety protocols; any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.

21. In accordance with Article 7.08.D of the LCTA CBA, employees shall not be required to perform tasks that would endanger their health and safety.

22. Bargaining unit employees will be notified of their work location, whether in the building

or remote, with ample time to plan and carry out their responsibilities.

Training

1. The District will provide sufficient training for bargaining unit 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. All training will be completed by no later than the first day in which the employee is required to implement it.

2. The District shall provide meaningful training, guidance, and instructional materials on how to select and use appropriate video and other technology platforms and on best practices for remote work and for the delivery of instruction and student support services via distance learning. Training will take place virtually prior to the implementation or modification of distance learning or any remote work.

3. The parties will work together to structure adequate planning days and training time required by this MOU and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. Subjects and materials that are not time-sensitive will be completed at a later date as determined by the parties. Bargaining unit employees will have the option of attending paid (at their regular hourly rate of pay) additional planning days for training before the start of the school year, and the District will offer alternative training dates to encourage and provide for flexibility for said training. The District will provide digital training.

4. District professional development will be made available online to assist staff in the completion of requirements for recertification.

Distance Learning

1. The District will ensure bargaining unit employees who are conducting at home distance learning have access to high-speed internet (minimum 300 MPS download speeds or Higher, and 10 MPS upload speed), adequate computers and tablets, printers (including printer ink) and scanners, HD camera, digital materials, cloud or other storage, as well as instructional

platforms to conduct their work.

2. The District will provide employees with approved learning platforms to conduct distance learning. The District will assist employees in selecting alternative education technology platforms and products if they need or desire to use them so that the District can verify that they meet applicable security and privacy standards.
3. The District will provide employees with 24-hour technical support for their distance learning needs, including, but not limited to, access to information technology professionals.
4. The District will develop a plan to obtain employee feedback and concerns regarding digital platforms including, but not limited to, feedback on ease of use, security, and student interaction and participation, and will make necessary modifications to the use of digital platforms accordingly.
5. The District will provide bargaining unit employees with the option of conducting distance learning from a classroom.
6. Bargaining unit employees who are conducting distance learning shall be guaranteed the opportunity to return to their same worksite and position.
7. Prior to school starting, the District will provide parents with District-wide communications and guidelines regarding distance learning including, but not limited to cyber safety, online ethics, sexual harassment, dress code, cyberbullying, privacy, participation and attendance, and technical support.
8. Students will only be permitted to participate in live video/audio lessons after the District has secured parent or guardian permission for such activity and said parent or guardian has agreed to the District's code of conduct and acceptable use policy.
9. Each day, student will have periods of daily, live instruction with certified teachers as well as periods of self-paced, independent learning. It is the mutual expectation of the district and

LCTA that students and teachers interact in a live manner daily. This interaction could include, but is not limited to,

- Whole group live instruction
- Whole group pre-recorded instruction
- Small group live instruction
- Small group pre-recorded instruction
- “Flipped” classroom model

It is mutually agreed upon that the work and assignments expected of students be developmentally appropriate, including time on task, particularly aligned with the needs of special populations.

It is also mutually agreed that elementary students shall receive English and math daily with science and social studies taught regularly and integrated in the ELA and math work as possible.

Attendance will be taken daily in accordance with s.1003.23 F.S Any lesson plans provided by the District shall be considered a recommendation. Educators may customize the content to meet the needs of students in their classes and response to technological challenges.

10. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the bargaining unit employee. In no circumstances will video recordings of bargaining unit employees be used as part of an evaluation. When disciplinary action is being considered, video recording will not be used.

11. Students that record a bargaining unit employee without their knowledge or permission may be subject to discipline according to the District disciplinary plan and/or legal action.

12. Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will only be required to make two attempts to contact the student’s parent through the platform of their choice. Teachers will not be required to use their personal phone or email to do so. If they are unable to reach a parent after two attempts have been made, or have any other issues regarding student participation or attendance, the teacher will notify an administrator as a regular attendance issue. The administrator who will address the situation following the standard attendance protocols. Employees shall not be disciplined for students’ lack of access, participation, or “attendance.”

13. Employees shall not be disciplined or held responsible for damage to District equipment;

functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate distance learning; privacy issues; oversight of children at home; or improper use of technology by parents or students. It is understood that employees who will be providing distance learning from their home environment may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others in the household. Employees shall not be disciplined or held responsible in any way for actions of employees' household members that might be witnessed or heard by students.

14. The District will provide an attorney who will represent the bargaining unit employee if a parent brings forth a charge or civil suit over lessons, materials, discussions and/or other matters that arise during distance learning.

Workload

1. The District will ensure class size does not exceed the average class sizes set by the state of Florida.
- 2.

Planning Time

- 1.

Reporting Times & Locations

- 1.

Evaluations

- 1.

Electives

- 1.

Adult/Technical

- 1.

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- 1.

Pre-K

- 1.

Social Workers, Psychologists and Counselors

1.

Extracurricular Activities

1.

Terms and Conditions:

1. The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the parties' Collective Bargaining Agreements remain in full effect and in the event of a conflict between this Memorandum of Understanding and the parties' Collective Bargaining

Agreements, the Collective Bargaining Agreements shall prevail unless mutually agreed by the parties in writing.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties. Duration:

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021 School Year unless otherwise mutually agreed to by the parties in the writing.

Executed on this day, _____ of _____ 2020.

3. LCTA rese. LCTA reserves the right to change, modify, introduce, amend or rescind any proposals.