



Memo of Understanding  
Between  
The School Board of Lake County  
and  
Lake County Education Association

**Reopening for School Year 2021 - 2022 during COVID-19 Pandemic Safety Protocols**

**Purpose:** The parties to this agreement understand the need to support the employees of Lake County Schools as the ongoing COVID-19 pandemic impacts them. The purpose of this memorandum of understanding is to outline the parameters, processes, and procedures regarding COVID-19 related leave, the provision of a safe work environment, and additional roles and responsibilities of bargaining unit members resulting from the COVID-19 pandemic. This agreement is retroactive to August 3, 2021.

1. Health and Safety Protocols

a. COVID Testing

- i. Lake County Schools will provide COVID-19 PCR tests at every school for staff and students based on availability. For the purposes of this agreement, proof of a positive COVID-19 test result must come from a PCR test from the district or from a licensed medical provider.

b. Contact Tracing

- i. All contact tracing will follow the Center for Disease Control (CDC) guidance for adults and students.
- ii. In cases where staff members are required to assist with contact tracing, they will be compensated at their hourly rate if it carries over contract time.

c. Quarantine Policy

- i. All school personnel, including students, staff, and administrators, will adhere to the quarantine protocols outlined below, informed by the CDC, the Florida Department of Health, and municipal health authorities.
  1. **Unvaccinated, exposed to COVID-19, and asymptomatic (with exposure defined per CDC guidance as a close contact of 6 feet for 15 minutes or more):** Individuals may return after receiving a negative test at least four days after the date of exposure OR individual is asymptomatic and seven days have passed since the date of exposure to the positive individual.
  2. **Symptomatic or COVID-19 positive, vaccinated or unvaccinated:** Individuals may return after receiving a negative test (after day four) following the initial exposure or later and is asymptomatic (return after day six), OR ten days have passed since symptoms onset or positive test result, and the individual has had no fever for 24 hours, and the individual's other symptoms are improving, OR the individual receives written permission from a healthcare provider to return to school.
  3. **Employees who have been vaccinated and are not exhibiting symptoms:** Individuals will not be quarantined if exposed to someone who has tested positive. Following exposure, an employee will be required to wear a mask for ten days when working and maintain a 6-foot distance where possible. The district will request proof of vaccination. The employee will provide vaccination evidence to the site administrator within 24 hours of notice of exposure. If vaccination proof is not provided, the employee must quarantine.

- ii. Remote Work Policy
  1. An employee who is quarantined and able to perform their job functions remotely may do so following discussion and approval from their supervisor.
  2. Any instructional personnel who must quarantine due to exposure to an individual who tests positive for COVID-19, and is not exhibiting symptoms, regardless of where they were exposed, will perform their duties and teach through Google Classroom/platform without having to use accrued leave time.
- d. Workplace Safety Committees
  - i. Section 33 of the current LCEA contract with LCS require that each worksite form a Workplace Safety Committee and outline that such committees will be formed "to reduce the occupational hazards confronting employees." As such, WorkPlace Safety Committees will meet regularly to discuss COVID safety issues, review protocols, and ensure that the agreements in this memorandum are upheld.
- e. Symptomatic Students
  - i. Each school will have an isolation area for symptomatic students to be quarantined until a parent or guardian picks them up. Students will not be sent back to class to await a pick-up by a parent or guardian.

## 2. Cleaning and Safe Work Environment

- a. Air Quality
  - i. Upon request, the district shall provide copies of all new HVAC system reports to the association, including a report of all ventilation upgrades that have occurred in the previous two years.
  - ii. The department buildings or schools shall start HVAC systems at least two hours before and after buildings will be or are occupied based on CDC Air Ventilation Guidance
- b. Personal Protective Equipment
  - i. Schools will be supplied with adequate personal protective equipment and sanitation resources, including face coverings, gloves, disinfectant spray, hand sanitizer, paper towels, and tissues. These supplies will be immediately available to instructional personnel upon request (based on availability).
  - ii. All sanitation supplies will be on the EPA's list of disinfectants for use against SARS-CoV-2.
  - iii. Individuals that are in high-risk categories identified by the CDC, have unvaccinated or high-risk children at home, or are assigned to positions such as PreK and ESE self-contained classroom settings, will be granted KN95 masks (based on availability), face shields, medical gowns, and other appropriate personal protective equipment upon request to their principal or supervisor.
  - iv. If it is not a part of the employee's job description, the employee is not required to clean or sanitize classrooms; however, these supplies will be available for their use.
  - v. Schools will make face coverings available for all students and visitors to campus (based on availability).
- c. Seating Charts:
  - i. All instructional personnel will maintain an up-to-date seating chart that will be available for contact tracing.
- d. Staggered Arrival/Dismissal
  - i. Events, including an open house, class meetings, and assemblies, will use staggered arrival and dismissal to minimize COVID transmission.
- e. Cleaning
  - i. Classrooms, where an infected person has been present will be both cleaned and disinfected per recommendations of the CDC, including germicidal fogging of the classroom.
  - ii. Staff will be notified that their rooms are scheduled for the germicidal fogging.

- iii. Daily cleaning of all classrooms will take place, including wiping down all desks and high-touch surfaces.
- f. Limitations on Large Group Gatherings
  - i. When a 6-foot physical distancing minimum cannot be met, bargaining unit personnel will have the option to participate in any group gathering of staff virtually. This includes staff meetings, professional development, and training.
  - ii. Smaller meetings, including but not limited to, Individualized Education Plan (IEP), Education Plan (EP), 504 meetings, Behavior Intervention Meetings, Grade Level, and Department Meetings, will take place virtually or in rooms where participants can maintain 6-feet of physical distance.

### 3. Leave

- a. All personnel will contact the LCS Employee Relations Department for guidance regarding COVID-19 related leave issues. They may contact Employee Relations directly by phone at (352) 253-6548 or email at [Leaves@lake.k12.fl.us](mailto:Leaves@lake.k12.fl.us).
- b. Personnel will be provided COVID-19 paid leave when impacted by COVID-19 as outlined in this agreement.
- c. Short-term Leave
  - i. Personnel who have tested positive for COVID-19 are eligible for the number of hours necessary to cover their 2.5 workweek schedule up to one hundred (100) hours before using their own accrued sick/personal leave. The district will require proof of a positive PCR test result conducted by a licensed medical professional. Evidence of positive results from a screenshot, email, or paper copy, will be provided to the LCS Employee Relations Department for the district records. Once the positive result is confirmed, then COVID-19 leave will be retroactively covered for any personal/ sick days used.
  - ii. Personnel who must quarantine due to direct exposure to a COVID-19 positive individual, such as a student or a colleague, while acting in the course of their duties, and are deemed unable to work from home, will be eligible for unlimited COVID-19 paid leave.
  - iii. Personnel who must quarantine due to exposure to a COVID-19 positive individual outside of work or the scope of their duties and cannot work remotely must use their own accrued sick/personal leave. Individuals with no available accrued leave time must submit for leave without pay.
  - iv. Personnel with elementary school-aged children or children 18 years of age or older and incapable of self-care because of a mental or physical disability, who cannot attend school due to a district-directed quarantine or school closure, can apply for LCS Dependent COVID leave under the same provisions as if their child had contracted COVID-19. This leave is limited to 2/3 the regular pay rate for the average number of hours typically scheduled to work in a two-week period, not to exceed \$200 per day or \$10,000 aggregate for the 2021-2022 school year. Proof of a mandated quarantine or positive test result must be provided to the LCS Employee Relations Department.
  - v. Personnel may donate their own accrued sick leave to other employees of Lake County Schools for coverage of absences due to a COVID-19 related illness. Employees may not solicit other employees for a contribution of sick leave. An employee must have exhausted all other accrued leave time before receiving donated sick time from another employee. Any unexpended time will be returned proportionately to the employee(s) from whom the donation was made.
- d. Long-term Leave
  - i. Leaving
    - 1. Personnel with an increased risk for severe illness from COVID-19 can apply for an extended leave of absence. Submission of proper documentation from a licensed

health care provider to the LCS Employee Relations Department is required for extended leave to be considered for approval. Long-term leave will not exceed the current contract year.

2. Personnel acting as a legal guardian or residing at the same residence as someone with an increased risk for severe illness from COVID-19 can apply for an extended leave of absence. Submission of proper documentation from a licensed health care provider to the LCS Employee Relations Department is required for extended leave to be considered for approval. The district may also request proof of cohabitation.
3. All qualifying and properly documented requests mentioned in the two preceding bulleted statements will be approved.

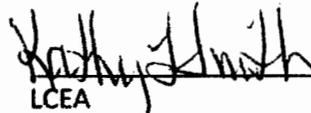
ii. Returning

1. Personnel returning from a board-approved long-term leave of absence will return to their previous position as defined by their job description. The assignment location for an employee will be contingent on there being a vacant position in the system that the employee is fully certified and qualified to fill.

4. Duration of Agreement

- a. The parties recognize that the effect of the COVID-19 pandemic is evolving on a daily basis and agree to continue communication. This agreement will remain in effect through June 30, 2022, or until modified by a subsequent agreement.
- b. All other provisions of the collective bargaining agreement not specifically referenced herein remain in full effect.
- c. Both parties will revisit this agreement at the end of the first semester or earlier. The parties agree to reopen the provisions of this MOU at the written request of either party.

 8-27-21  
Board Date

 8/27/2021  
LCEA Date