



**MEMORANDUM OF AGREEMENT
BETWEEN
INDIAN RIVER COUNTY SCHOOL DISTRICT
AND
THE INDIAN RIVER COUNTY EDUCATION ASSOCIATION**



The Indian River County School District (“District”) and the Indian River County Education Association (“Union”) hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. Leave provisions - Treat all leave associated with COVID – 19 as if it were 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.
2. Families First Act - If an employee is unable to work due to their own illness, must care for a family member who is ill, mandatory quarantine, is in a high-risk category, or has school age children at home, the employee will contact Human Resources. The Human Resources division will advise the employee as to their rights to leave under the Families First Coronavirus Act (HR 6201).
3. The parties also recognize that identified essential personnel may need to report to building sites during the closure. CDC guidelines will be followed if staff are required to report to a building site.
4. Non-classroom teachers such as but not limited to guidance counselors, media specialists, instructional coaches, ESE resource specialists, and teachers on assignment may be assigned to support distance learning or support local campus needs that reasonably fit in their position’s regularly assigned duties. They may be directed to contact families to inquire about supports needed in the event a student is not participating in the available distance learning.
5. Distance Learning – The district shall ensure employees have digital materials as well as instructional platforms to conduct their work. Teachers can arrange to work onsite if they lack access to the Internet.
6. The Workday – employees shall work 7.5 hours (not including 30-minute duty free lunch).
 - i. Remote Duty
 1. All employees working remotely will work a flexible schedule and maintain a log. These employees shall sign in to Focus once per day to establish that they are working. They shall be required to work two scheduled hours between 8am and 3:30pm during these hours they shall be available for phone calls from administration or other district employees. Employees will work with their administration to establish this schedule. Teachers must sign in to Focus during this time but are not required to sign out.
 2. The remaining 5.5 hours are flexible based on the needs of the students and the needs of the teacher.
 - ii. Worksite Duty—Anyone required to report to a building site will work 7.5 hours a day. It is understood that this may be their regular work location, or another location established by the district to meet the needs of students.

7. Extended student absences while school is open- If an educator determines an assignment is required for a grade it will be provided. However, with any extended absence it should be understood that students will miss instruction and other learning activities because those can't be replaced in a home setting. Teachers can assign an Incomplete (I) if students are not participating in distance learning.
8. Making up lost instructional days and/or time- The District will follow DOE guidelines for waivers related to COVID-19. Any change to the calendar and/or workday will be negotiated with the union.
9. District professional development will be made available online to assist staff in completion of requirements for recertification.
10. Health and Safety—In addition to following CDC recommendations, the District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer. Employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.
11. Professional Evaluations will be temporarily put on hold until the Evaluation Committee established in IV.3 has met to review DOE recommendations. The committee will make a recommendation to the district and the union for further negotiations.

This agreement shall be effective until final expiration of Executive Order 20-52 or any and all extensions of said order. All other provisions of the collective bargaining agreement remain in full effect.

Dated this 25th of March 2020

School District



Union