

Memorandum of Understanding
COVID-19 Administrative Leave for Testing
Revised August 6, 2021

This Memorandum of Understanding (MOU) dated, August 6, 2021, memorializes the expressed understanding between the Duval County School Board (DCSB) and Duval Teachers United (DTU) (herein collectively the Parties) for the implementation of safety protocols related to minimizing the exposure of coronavirus throughout the impact of the COVID-19 pandemic. The Parties agree as follows:

Whereas, DTU is the exclusive bargaining agent for the employees in the respective three bargaining units of Teacher, Paraprofessional and United Office Personnel of Duval, for the purpose of collective bargaining with respect to the wages, terms, and conditions of employment.

Whereas, DCSB is the governing body of the District and has the authority to exercise control and discretion over its organization and operations which have been altered by the COVID-19 pandemic necessitating supplemental action for the health and safety of those involved within the educational environment of the District;

Whereas, the Parties desire to minimize the impact of the COVID-19 pandemic outbreak upon the District, and its employees; and

NOW, THEREFORE, the parties agree as follows:

Face Coverings

DCSB employees represented by DTU will be required to wear a face covering when entering and exiting all schools and district buildings, and at all times while in a building, when not alone in a personal workspace or office, otherwise referred to as the *mask mandate*. Due to the severity of the current local increase in infections, failure to wear a mask may lead to progressive discipline. If an employee is unable to wear a mask due to medical reasons, the employee may apply for an ADA/AAC accommodation.

The mask mandate will tentatively expire on September 3, 2021. However, the Superintendent may extend the mandate until the end of the 2021-2022 school year based on the health and safety of employees and students.

COVID-19 Testing

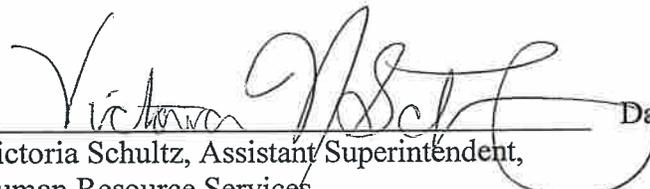
DCPS employees will be directed by the School Health Services team to the nearest District testing location for PCR testing. If an employee does not use the District testing site, a PCR test is still required. This may increase the time for results. Additional administrative leave will not be granted.

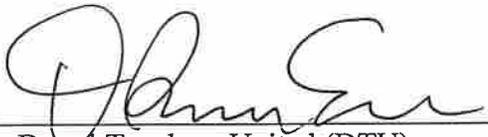
DCSB employees represented by DTU shall be granted up to 32 hours total, but not more than 16 hours each test, of COVID Testing administrative leave, when directed to be tested for COVID-19 by district medical personnel or the Department of Health personnel conducting contact tracing on behalf of DCSB. The district COVID testing process takes one day for testing administration and one additional day to wait for the test results.

The COVID Testing administrative leave will begin August 3, 2021 and expire on June 30, 2022.

The above provisions are being implemented due to the recent increase in COVID-19 cases in the Jacksonville area. The provisions are intended to slow the spread of the virus during a limited period and provide employees additional time to get vaccinated if they are able and elect to get vaccinated. If the COVID-19 situation changes significantly, then the provisions of this MOU may need to be re-negotiated. Otherwise, the provisions will sunset upon the referenced dates above or the exhaustion of the 2021-2022 school year.

THE PARTIES RECOGNIZE the administrative directives and procedures of this Memorandum of Understanding are supplemental to existing agreements. This MOU will become effective following its execution by the authorized representative of DTU and the Duval County Public Schools (DCPS) Superintendent's designated Assistant Superintendent and its ratification by the Duval County School Board.

Signature  Date 8/9/2021
Victoria Schultz, Assistant Superintendent,
Human Resource Services
for Duval County Public Schools (DCPS)

Signature  Date 8/9/2021
for Duval Teachers United (DTU)