

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHARLOTTE COUNTY PUBLIC SCHOOLS (CCPS or District)
AND
CHARLOTTE COUNTY SUPPORT PERSONNEL ASSOCIATION (CCSPA or Union)**

COMPENSATION CONTINUATION—COVID-19 EMERGENCY

The parties to this Memorandum of Understanding (MOU) are the Charlotte County Public Schools (CCPS or District), the Charlotte County Support Personnel Association (CCSPA or Union). CCSPA is the certified bargaining agent for all support personnel in Charlotte County Public Schools and has a collective bargaining agreement in full force and effect with CCPS.

The District and the Union 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 the flexibility, understanding and patience during this emergency to reach this Memorandum of Understanding.

In order to ensure that learning continues and that employee compensation also continues during the emergency closure of schools related to COVID-19, this MOU temporarily modifies the terms and conditions of employment as stated in the Collective Bargaining Agreement between the District and CCSPA as follows:

1. Each employee will be available to work during his/her regular contracted schedule, however no employee will be expected to work outside his/her job description. The employee will be paid for his/her regular contracted schedule whether or not the employee is required to report for work within his/her assignment.
2. Direct supervisors will strive to notify employees no later than 4:00pm of the evening prior to the day for which the employee is expected to report to work. If an employee is unable to be available to work during his/her regular contracted schedule, the employee will submit a leave request for that day just as the employee is required to do so during the regular contract work day.
3. If an employee is unable to be available to work during his/her regular contracted schedule due to COVID-19 illness/self-isolation or mandatory quarantine, the employee shall suffer no loss in compensation. Acceptable proof (e.g., doctor statement, CDC or other government recommendation) will be required for compensation continuation under this provision.
4. If an employee is required to report to a location other than his/her normal assigned reporting location, he/she will be paid a mileage differential if requested. If the new assigned location is farther than the employee's regular assigned reporting location, the additional travel time will be allotted within the employee's regular assigned contract schedule.
5. In consideration for compensation continuation for all bargaining unit members during the remainder of the COVID-19 school year modification, the parties agree to amend Article 20.20 of the contract between the parties as follows:

20.20 Emergency Pay Practices

During declared emergency situations when it has been determined by the Superintendent that all employees will be paid without reporting to work, employees that are called to work shall:

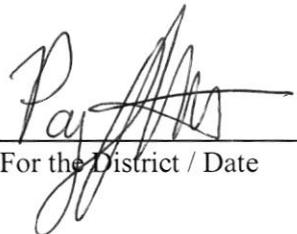
- ~~• Receive their regular pay and additional pay at their regular hourly rate.~~
- ~~• Be paid twice their hourly rate after forty hours.~~

- Receive the higher pay grade rate of pay at their current level when assigned to work in a higher job classification.

The parties further agree that while the additional premium pay under 20.20 Emergency Pay Practices will be eliminated only for the current COVID-19 emergency, all other provisions of the contract and FLSA for overtime pay shall be in full force and effect (e.g., additional ½-time premium for hours over 40 during an affected work week, 2x pay for Sunday or holiday, etc.)

6. The District will follow the Center for Disease Control and Prevention (CDC) Guidelines for COVID-19 for all work locations. The District agrees to meet and discuss as CDC releases additional guidelines that may affect our employees.

This MOU will expire on June 30, 2020 or on the date the Governor orders that schools reopen whichever occurs first. Both parties agree the MOU may be revisited, if needed, based upon the Center for Disease Control and Prevention updates or mandates, and/or state or local government updates or mandates.



For the District / Date

03/21/2020



For the Union / Date

3/21/2020