

FINAL AGREEMENT

MEMORANDUM OF UNDERSTANDING

Reopening Guidelines

School Related Personnel Unit

October 21, 2020

WHEREAS, on July 6, 2020 the Florida Department of Education (FLDOE), using its executive authority, issued an Emergency Order 2020-EO-06 ("Emergency Order") stating that "all school boards and charter school governing boards must open brick and mortar schools at least five days per week for all students subject to advice and orders of the Florida Department of Health, local departments of health, Executive Order 20-149 and subsequent executive orders"; and

WHEREAS, the emergency order requires that districts submit reopening plans for approval by FLDOE and authorizes the districts to develop innovative delivery models through remote learning provided that the innovative remote learning model provides the same panoply of services as live in- person instruction in the traditional setting; and

WHEREAS, the District has developed its reopening plan to include a remote learning platform called MySchool on Line (MSOL) consisting of virtual instruction following a daily schedule aligned to the approved student calendar and bell times using the same or similar curriculum as in- person instruction; and

WHEREAS, the Florida Department of Education (FLDOE) approved the District's reopening plan, FLDOE will authorize full FTE credit for MSOL which would otherwise not be available under Florida's Education Finance Program; and

WHEREAS, The Emergency Order guarantees flexibility for the localities affected, based on said locality's COVID-19 case numbers, hospitalizations, and fatalities at the time of opening, as further guaranteed by the Florida Constitution (ARTICLE IX-Section 4 (1-3); and

WHEREAS, Section 447.309(1) of the Florida Statutes provides that a bargaining agent and public employer "shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit"; and

WHEREAS, Section 447.209 of the Florida Statutes provides that it is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations; and

WHEREAS, the Parties agree to work together and extend their full cooperation in arriving at the safest possible working conditions to accommodate all members of the bargaining unit, to the greatest extent possible; and

WHEREAS, a memorandum of understanding is binding upon execution by the Board Superintendent and the Union President but requires subsequent ratification unless its duration is for a period of one (1) year or

less. Should issues arise that are not noticed in the District's reopening plan or not noticed in this memorandum, the parties agree to meet to discuss and address these issues.

NOW, THEREFORE, the parties recognize that the presence of COVID-19 requires additional safety precautions and provisions. The parties agree this document applies **only** and **specifically** to the 2020 – 2021 school year, and all terms are non-precedent setting. The assignment of School-Related Personnel to interact with students may have an impact on certain working conditions and the parties agree as follows:

General Health and Safety Precautions:

The parties agree to implement and adhere to all reasonable safety precautions contained in the District's reopening plan which by reference here shall be considered part of this document.

- 1) The District will limit campus and facility visits in accordance with the District's ReOpening Plan, by non-essential visitors, community organizations, businesses, municipal partners, and speakers. Visitors and family members may not eat lunch with students. The parties agree to meet prior to winter break to revisit the continuation of this restriction.
- 2) All employees were provided cloth masks at the beginning of the school year and replacements may be provided as reasonably requested.
- 3) Employees shall be able to identify students with mask waivers in MyStudent, and students approved for a mask waiver shall also be given a physical "mask pass" that can be presented upon request by a school and/or District staff member.
- 4) As provided for in the collective bargaining agreements, USEP representatives shall continue to have the right to visit schools to investigate employee complaints and communicate with non-instructional staff. USEP representatives shall comply with any and all health and safety expectations in place at the time of the visit.
- 5) Bus Drivers and Transportation Assistants – students entering any school bus will be required to wear a face covering while on the bus unless the student has a mask exemption.
- 6) Due to the unprecedented nature of the coronavirus pandemic and its potential impact on employee lives and livelihood, the District will review any situation that involves an SRP being out of work in excess of 110 days as a result of the employee contracting Covid-19 while performing their duties at their worksite and remaining sick beyond the 110 days.

General Cleaning and Sanitizing Efforts:

The parties agree that all cleaning and sanitizing efforts, including Daily, Weekly and Enhanced cleaning objectives, outlined in the District's ReOpening Plan will continue to be implemented.

- 7) Maintenance and/or custodial employees will be responsible for mixing and/or diluting chemicals in the germicides to be distributed for use.

COVID-19 Exposures:

Employee safety is always of paramount concern and all efforts will be made to ensure employee safety. The District will continue to provide up-to-date Covid-19 information and guidance on the Staff Health and Wellness section of the District's Reopening Plan.

Employee Leaves associated with COVID-19 exposure:

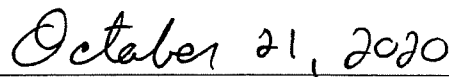
This section is meant to supplement any and all leave provisions currently contained in the SRP Master Contract and shall not in any way be used to supersede any rights contained in said contract.

- a) Staff have access to leave under the Families First Coronavirus Response Act (FFCRA), which allows up to ten (10) days of Emergency Paid Sick Leave (EPSL). If employees are provided a virtual assignment, they will not have to utilize leave while working.
- b) The District intends to provide administrative leave, up to an additional total of twenty (20) days when an employee (1) is subject to more than one period of quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health; or (2) requires more than ten (10) days of isolation, as documented by a licensed health care professional, due to testing positive for COVID through exposure at work. To be eligible for these additional days of administrative leave, the following criteria must be met:
 - 1. The employee has abided by the health and safety protocols contained in the District's re-opening plan;
 - 2. The employee is available to work, but due to the nature of his/her position cannot work remotely;
 - 3. The quarantine/isolation is a result of being traced to COVID exposure while working for the District or is due to the onset of COVID symptoms without known exposure;
 - 4. The employee agrees to any offered COVID testing through the District's COVID testing centers and tests with all reasonable haste.
 - 5. The employee has first utilized his/her ten (10) days of Emergency Paid Sick Leave.

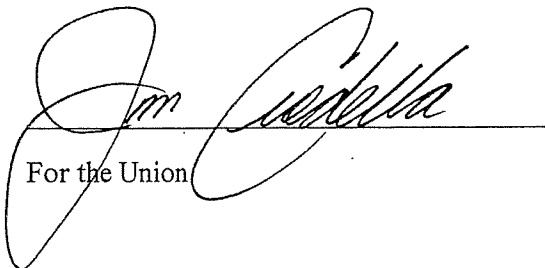
Should circumstances change and/or guidance from the Federal Centers for Disease Control (CDC), and/or County or State Health Departments change the District's reopening plan for addressing COVID-19 related issues, the parties agree to meet to discuss the impact those changes may have on wages, hours and working conditions.



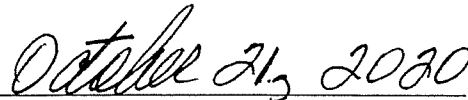
For the Board



Date



For the Union



Date

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From: Thomas A. Neesham <tneesham@pasco.k12.fl.us>
Sent: Thursday, October 29, 2020 1:48 PM
To: Jim Ciadella; Don Peace
Cc: Thomas A. Neesham
Attachments: Negotiations 20 - Board 3rd Counter Reopening Guidelines.docx

Guys:

This was the version we agreed to. I am almost done cleaning it up and will then come by and we can sign.

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