# **Final Agreement**

### MEMORANDUM OF UNDERSTANDING

### **Reopening Guidelines**

#### **Instructional 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 MySchoolOnLine (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 447.319(1) 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

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 addressed 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 that this document applies <u>only</u> and <u>specifically</u> to the 2020-2021 school year and all terms are non-precedent setting. The assignment of Instructional Personnel to interact with students may have an impact on certain working conditions and agree as follows:

### General Health and Safety Precautions:

The parties agree to <u>implement and adhere to</u> <u>work toward implementing</u> all <u>reasonable</u> safety precautions <u>contained in</u> the District's reopening plan <u>based on guidance from the CDC and County Health Department</u> which by reference here <u>shall be considered part of this document (Facilities and Purchasing and Health and Wellness sections)</u> including, <u>social distancing</u>, <u>masks and sanitizing of buildings</u>, facilities and school buses, to the extent possible.

To that end:

- 1) The District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes, sanitizing spray, and hand sanitizer. These supplies will be provided to Instructional staff when requested. These supplies are available and maintained for the use at all worksites but instructional staff are not required to clean and sanitize classrooms. Instructional staff may use these cleaning supplies as they choose and may invite students to assist in disinfecting desks, tables, etc. in their classrooms at the end of each day, at the beginning of a planning period and for use on buses.
- 2) Each school and worksite will develop a plan to educate students, staff, parents and visitors regarding the location and use of hand sanitizing stations and the importance of social distancing and wearing of masks and other measures recommended by the CDC to mitigate the exposure to the virus. Additionally, signage will be strategically placed throughout schools and worksites to direct traffic flow and reinforce these safety measures.

For the first nine weeks, the District will limit campus and facility visits by non-essential visitors, community organizations, businesses, municipal partners, and speakers. All volunteering and mentoring opportunities will be conducted virtually. Visitors and family members may not eat lunch with students. in semester 1. The parties agree to meet prior to winter break to This restriction will be revisited the continuation of this restriction. for semester 2.

- 4)—All employees were will be provided two (2) cloth masks at the beginning of the school year and replacements may be provided as reasonably requested, to be worn in all common areas, classrooms and buses to the maximum extent possible. Disposable replacement masks will be available. Instructional staff will be provided face shields, gloves and gowns upon request.
- 5) Face shields, gloves and two sets of gowns will be provided to employees requiring additional or alternative personal protective equipment (PPE) upon request for PreK, VPK, IND and ESE Self-Contained units, and the district's alternative school centers.

No retaliation or discipline will occur with any instructional employee who complies with fidelity to the District Policy on Face Masks. Should an administrator not follow the protocol outlined in the Policy, any instructional employee may request that the student be removed from their classroom.

6) Students who do not wear a mask when it is required (or refuse to do so), should first be reeducated on the importance of wearing a mask. If after the reeducation occurs, they still do not comply, the student's administrator should be contacted. Not wearing a mask when it is required is not a discipline referral but is a health and safety concern. Administrators will contact the parent/guardian for support. If the refusal continues, the principal must contact the appropriate Assistant Superintendent to discuss options which will include administrative placement into one of the other learning options (MSOL or Pasco E-School). Placement is non-disciplinary and is based on the health and safety needs of all students and staff. The district will allow mask "waivers" (mask passes) for qualifying students.

It is imperative that mask waiver passes are easily identifiable for Instructional employees staff. Mask passes shall not only be identifiable in the MyStudent database, but shall have a physical component identifiable by school staff employees indicating the student's exemption. 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.

7) Classrooms and other rooms will be arranged to maximize space and increase social distancing. The configuration of classrooms will provide for a six-foot teacher buffer-from student desks. Outdoor furniture, structures and equipment used on playgrounds, recess areas and sporting events, will be cleaned and sanitized in accordance with the *Pasco County Schools* 

"Guidance for Schools" document dated June 30, 2020 and will be addressed by each school site in its plan to educate and reinforce all safety measures.

- 8) Meetings involving visitors (PTA, SAC, IEP, LEP, 504 & parent conferences) should follow the current guidelines from the Governor's offices or be held virtually.
- 9) Student registration and parental communication should be done online to the extent possible.
- 10) In accordance with established practice and collective bargaining agreements, As provided for in the collective bargaining agreements, USEP representatives shall continue to have the right to visit schools to earry out professional functions at all schools and worksites. investigate employee complaints and communicate with teachers. All criteria and pre-requisites for such visits articulated in the collective bargaining agreement shall remain in effect, and USEP representatives shall comply with any and all health and safety expectations in place at the time of the visit.
- 11) The union will receive a weekly list of sites impacted by confirmed (+) COVID-19 cases. This list should include the site name and/or bus number and the number of impacted employees and/or students and the steps taken to address the issues at that worksite.
- 12) To ensure proper comfort for employees and students wearing face coverings, worksites will maintain a temperature of 74 degrees (+ or -) 2 degrees at all times.
- 13) To ensure proper ventilation for employees doing extensive/enhanced cleaning and using chemicals, A/C timers will be extended to run from 6:00am to 10:00pm or as long as employees are in the school/building.
- 14) If a school's "chiller(s)" are not functioning, the school's "fresh air" system will continue to circulate air throughout the school. If the entire HVAC system is down (chiller and fresh air) and the problem is estimated to last longer than 24 hours, the school will move to "virtual" instruction until the system has been repaired and is fully operational.

# General Cleaning and Sanitizing Efforts:

Each classroom in the District will be supplied with the cleaning supplies identified in the District's Re-Opening plan. Use of these supplies by members of the instructional staff will not be mandated, however, all employees may use these supplies at their discretion.

Daily cleaning of high touch areas may be facilitated by instructional employees and will not be mandated by any individual supervisor to be completed by the employee. Any employee may of their own accord clean all areas assigned to them and may request the necessary supplies to do so.

This year, enhanced classroom, bus and other district workroom cleanings will be considered a "collective responsibility" of all employees.

- 15) Daily Cleaning: Hand sanitizers will be installed in all schools for student usage—especially in high traffic areas. Germicide spray bottles will be placed in all classrooms for use in disinfecting all desks, tables and common "touch" areas. Employees can perform these tasks or encourage/assign students to assist with the daily cleaning assignments. This is strictly voluntary. Custodial services shall be responsible for sanitizing classroom on a regular basis. Custodial services shall also be responsible for providing district approved germicide and cloths to instructional staff as needed.
- 16) One-way traffic flows inside school buildings will be established where feasible to improve social distancing of students and staff.

### **Evaluations/Classroom Observations:**

The 2020-2021 Pasco County Evaluation Guidelines and the evaluation contract language contained in Article VII, Section H for Teachers Instructional Employees has been provided to instructional all employees staff. The District will continue to follow the established practices pertaining to classroom observations and the "teacher evaluation process-" and will take into account those challenges presented as a result of split-classrooms and synchronous instruction.

However, given the extraordinary circumstances and unusual nature of the current pandemic, it is understood that many of the precepts, norms, and processes cannot be expected to be reasonably maintained and therefore no instructional employee shall be marked at less than "Effective" in those areas.

No instructional employee shall be videotaped Administrators shall not record instruction nor will any video recording be used as the basis for evaluation without the individual employee's consent teacher's knowledge.—Further, the use of recording equipment in the classroom or work location may not be used without the employee's consent.

Due to the nature of the virtual curriculum, teachers will not be required to prepare more than five days of emergency lesson plans.

- 17) In no circumstance will video recordings of teachers be used as part of an evaluation without the advance knowledge and written consent of the teacher.
- 18) Observations of virtual classrooms may take place with the same requirements as all other observations in that when an administrator is conducting an observation, they must notify the teacher that they are present for evaluative purposes. Without such notice to the teacher, the observation cannot be counted for the overall evaluation ratings.
- 19) Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
- 20) Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
- 21) All other evaluation/observation criterion will follow ART. VII, SEC. H, and the Pasco County Evaluation Guidelines.

### MSOL/SWIVL/Blended Classrooms:

- 22) Teachers shall be notified in advance when video cameras or other recording equipment is installed in a workplace; and
- 23) In no circumstances will video recordings of teachers be used as part of an evaluation without the advance knowledge and written/verbal consent; and
- 24) Observations of virtual classrooms may take place with the same requirements as all other observations in that when an administrator is conducting an observation, they must notify the teacher that they are present for evaluative purposes. Without such notice to the teacher, the observation cannot be counted for the overall evaluation ratings; and
- 25) Video evidence from classroom cameras and virtual instruction will not be the sole basis for discipline of employees; and
- 26) If based on video evidence alone, no employee conduct will be deemed "legally sufficient" within the meaning of s. 1012.796, Florida Statutes; and
- 27) Use of recording equipment by any teacher within his/her classroom, workspace or office must be voluntary.
  - a. If teacher does not volunteer for SWIVL usage, students will be placed in online platform (reverse course).
  - b. SWIVL is only to be used in CTE, Cambridge, AP, IB and specialized "one-off" courses (singleton classes).
  - e. Teachers will have the option to "pre-record" class lessons for later viewing by students as an alternative to "live" lessons.
  - d. For SWIVL classes, the camera is on the teacher, not on the students.

- 28) If video cameras are to be installed in classrooms to provide live or recorded instruction all of the above shall apply and additionally:
  - a. Teachers must be trained on the proper usage of the equipment.
  - b. The District will ensure the security of the data and the how it is stored.
  - e. The District will ensure student and personal privacy including, but not limited to, FERPA prior to the first day of the usage of such audio/visual devices.
  - d. Teachers must be notified of which students in their classrooms have signed applicable consent forms and the District will ensure that policies and procedures for dealing with students whose parents have not provided consent are followed.
  - e. Delivery of instruction while being recorded shall be in lecture format only so no student is inadvertently videotaped. For this reason, the teacher must have the ability to turn the camera on/off during the lesson.
  - f. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom upon the installation of such devices.
- 29) MSOL or Blended classrooms will carry a student roster commensurate with s. 1003.03 1, a c, Florida Statutes.
- 30) Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
- 31) Teachers are to be held harmless for any remote student behaviors or any unauthorized electronic entry into the video classroom that are streamed to the entire class.
- 32) Students who record a teacher without their knowledge or permission may be subject to discipline according to the District's disciplinary plan. In addition, student videos will not be used for disciplinary purposes against employees and will not support a "legally sufficient" complaint within the meaning of s. 1012.796, Fla. Stat.
- 33) All recordings and class instruction videos are the property of the school district and posting them online without the district's permission is subject to action by the district

# Breakfast in the Classroom:

Teachers are required to supervise students in the classroom during breakfast as addressed in the Food Nutrition section of the District's Reopening Plan. Those teachers who wish to provide some space between unmasked students and themselves may supervise students from outside the doorway. Teachers are required to will supervise students in the classroom during breakfast as addressed in the Food Nutrition section of the District's Reopening Plan. Those teachers who wish to provide some space between unmasked students and themselves may supervise students from outside the doorway unless the physical structure of the school or nature of the student population prevents this, in which case, administration will work with the teacher to determine an alternative alternate plan. Nothing in this MOU prevents an employee from seeking accommodations through the ADA. and if approved the employee shall be offered an alternative duty assignment.

For the 2020-2021 school year only, USEP is waiving any contractual implications/violations of assigning teacher instructional employees supervision of unmasked students eating breakfast in the classroom under the following conditions:

- Teachers Employees may volunteer to supervise in the classroom while students are unmasked/eating.
- Teachers Employees are permitted to stand and supervise students from outside the classroom door
- Teachers (or volunteers) Employees may supervise students outside or in a larger common area in an assigned by administration area while students are unmasked/eating while adhering to social distancing.

- Teachers (or volunteers) take entire class to an assigned area in the gym, hallways or common areas while students are unmasked/eating while adhering to social distancing.
- Teachers Employees who qualify for ADA accommodations but agreed to return to Brick & Mortar classrooms because of the clarity of the mask policy passed by the School Board, and who are now being asked to break that policy, may request and receive ADA accommodations for that period where students are unmasked/eating breakfast. This specific ADA accommodation shall not cause the employee to be deemed unable to do the major portion of the job.

The District, through any of its agents, shall not place instructional employees in unsafe conditions nor shall it withhold information which would otherwise be available to "avoid panie." Along these lines, no instructional employee shall be required to teach any child whose parent/guardian intentionally and willfully withholds information which would have caused students to be quarantined. Additionally, no instructional employee will be required to teach any child who knowingly attends school while ill or has tested positive for the virus.

and to take care of an employee who may become exposed to the coronavirus during his/her work day at any school site, school bus, or other district location while on the job. Employees are expected to conduct a daily self-screening 35) Symptomatic and/or COVID 19 positive employees and students will be required to stay home per the District's "Employee Self Screening (ESS)" guide and the Pasco County Health Department.

- 36) Employees are required to perform the "Employee Self Screen (ESS)" each morning. If the answers are NO to all questions, the employee should report to work. If the answer is YES to any of the 3 questions, they must contact their administrator or supervisor to report their symptoms. If an employee becomes ill while at work, they are to immediately contact their administrator/supervisor to report their symptoms. The administrator or supervisor will then contact the "COVID Response Team" (Pasco County Health Dept. counselors) who will determine next steps after their investigation.
- 37) Isolation Rooms shall be established at schools throughout the district. The purpose of Isolation Rooms are to separately service students having COVID-like symptoms. School Clinics may be repurposed as a designated isolation area. However, if a school chooses to repurpose their clinic, they must then create a separate clinic area for non COVID related issues. In this case, additional personnel will be assigned to the monitoring of the isolation room while the nurse/clinic assistant will continue to monitor the clinic. The intent of the isolation room is to separate ill students from those that are well. Clinic staff (Nurse/ Assistant) will be provided the necessary PPE (personal protective equipment) to protect themselves when servicing students and/ or staff with COVID like symptoms. Each school will make every effort to ensure their Isolation Room is safely distanced from high student and staff traffic areas.

All teachers shall be notified of students on their class rosters who have tested positive for COVID or are being quarantined due to possible exposure. Notification may be by email or entry of the "QI" code in MyStudent.

# Staff Employee Leaves Associated with Covid-19 exposure:

<u>Instructional employees may find themselves quarantined at home for several reasons during this pandemic: through the use of the self-screener, through exposure to someone outside of employment; or through exposure to a student or employee at the worksite.</u>

# Self-screener

Staff Employees will 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). Once symptom free, employees may be permitted to return to work sooner than 10 days if they present a written clearance to return to work from their treating physician OR with receipt of a negative COVID-19 PCR test (detects the viral genetic material and is obtained by nasal or throat swab) test after presenting symptoms.

If during this period, the employee tests positive the District will provide an additional 10 days of administrative leave beyond FFCRA. At the end twenty days should the employee still be experiencing symptoms and be unable to work, they will then begin to use their own leave.

Should the employee still be experiencing symptoms and exhaust their own sick leave, they may apply for the Sick Leave Bank, if a member, or use the District's Voluntary Sick Leave Donation Program (VSLD).

Effective with the execution of this memorandum, sShould an individual employee be subject to multiple periods of quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health, the District may will substitute administrative leave for any of the above leave provisions provided:

- There is no evidence that the employee failed to abide by the health and safety protocols contained in the District's Re-Opening Plan;
- The employee is available to work, but due to the nature of his/her position cannot work remotely;
- If the quarantine/isolation is due to potential exposure to a COVID positive individual, that exposure occurred while working for the District;
- <u>If the quarantine/isolation is due to the onset of COVID symptoms without known exposure to a COVID positive individual, the employee agrees to any offered COVID testing through the District's COVID testing centers and test with all reasonable haste.</u>

<u>During this entire period</u>, However, if the employee is able, they may continue to work "virtually" utilizing innovative District strategies.

# Exposure to someone outside of District Employment

Staff Employees will 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). Once symptom free, employees may be permitted to return to work sooner than 10 days if they present a written clearance to return to work from their treating physician OR with receipt of a negative COVID-19 PCR test (detects the viral genetic material and is obtained by nasal or throat swab) test after presenting symptoms.

If symptoms present or the employee tests positive, they will begin using their own leave at the end of the 10 days of FFCRA. The employee agrees to any offered COVID testing through the District's COVID testing centers and test with all reasonable haste.

Should the employee still be experiencing symptoms and exhaust their own sick leave, they may apply for the Sick Leave Bank, if a member, or use the District's Voluntary Sick Leave Donation Program (VSLD).

<u>During this entire period</u>, However, if the employee is able, they may continue to work "virtually" utilizing innovative District strategies.

#### Exposure to someone at the worksite

Employees in this category have been required to quarantine by the Department of Health due to exposure to a person during the course of their employment.

Staff Employees will 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). Once symptom free, employees may be permitted to return to work sooner than 10 days if they present a written clearance to return to work from their treating physician OR with receipt of a negative COVID-19 PCR test (detects the viral genetic material and is obtained by nasal or throat swab) test after presenting symptoms.

If symptoms present or the employee tests positive, the employee may file for ILD until they are symptom free or test negative. Additionally, the employee agrees to any offered COVID testing through the District's COVID testing centers and test with all reasonable haste.

<u>During this entire period</u>, However, if the employee is able, they may continue to work "virtually" utilizing innovative District strategies.

Multiple exposures in this category shall be treated in the same manner as above regardless of how many times the employee is exposed.

Once the ten (10) days of EPSL leave days under the FFCRA are used, employees will be eligible for up to thirty (30) additional days of paid District leave. Employee will use their own leave.

In the event an employee is out of work beyond the 40 days referenced in "a & b" above, After employees have exhausted their own leave, they will then have the option to utilize apply for paid time through the District's Sick Leave Bank if they are participating members.

- a) For the 2020-2021 school year only, the Sick Leave Bank will extend the enrollment period from September to October 30<sup>1st</sup>. Depending on the circumstances, employees may be able to apply for paid time using the District's Voluntary Sick Leave Donation Program (VSLD).
- b) For the 2020-2021 school year only, the Sick Leave Bank will waive the one-year employment requirement for participation in the bank. Effective with the execution of this memorandum, should an individual employee be subject to multiple periods of quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health, the District may substitute administrative leave for any of the above leave provisions provided:
  - 1. There is no evidence that the employee failed to abide 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. <u>If the quarantine/isolation is due to potential exposure to a COVID positive individual, that exposure occurred while working for the District;</u>
  - 4. <u>If the quarantine/isolation is due to the onset of COVID symptoms without known exposure to a COVID positive individual, the employee agrees to any offered COVID testing through the District's COVID testing centers and test with all reasonable haste.</u>
- e) In the event an employee is exposed a second or third time during the same school year, he/she will be able to use any remaining paid District leave days up to the thirty (30) days referenced in "a & b" above.
- d) Employees will always be able to use their own accrued leave time as necessary.

If conditions or procedures from the Federal Centers for Disease Control (CDC), County or State Health Departments or any other Federal or State regulatory agency change the guidelines for addressing COVID-19 related issues, the parties agree to meet to discuss those changes.

The expressed terms of this memorandum will only apply for the 2020-2021 school year and will not be precedent setting in any way.

### 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.

#### Staff Employee Leaves Associated with Covid-19 exposure:

This section is meant to supplement any and all leave provisions currently contained in the Instructional Master Contract and shall not in any way be used to supersede any rights currently 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). However, If the employee is able, they may continue request to work "virtually" utilizing innovative District strategies. The District must provide a substantive reason for the denial of the employee's request to work virtually. 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 on 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.

C) Once the leaves in section a.) and b.) above have been exhausted, should any employee's illness become severe or catastrophic and require prolonged hospitalization and care due to contracting Covid through exposure at the worksite, the employee may avail themselves of both the sick leave bank and the voluntary sick leave donation program prior to using their own accumulated leave in accordance with the rules and requirements of those programs.

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 WSEP

FOR THE DISTRICT

10-21-20

DATE

10-21-20

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