

**USEP Counterproposal**  
**MEMORANDUM OF UNDERSTANDING**  
**Pasco's Virtual Instruction Program**  
**October 6, 2022**

As part of the 2009 legislative session, the Florida Legislature amended Florida Statute 1002.45 to require all Florida school districts to offer full-time virtual instruction programs for students enrolled in kindergarten (K) through grade twelve (12) and at least a part-time virtual instruction program for academic intervention programs or Department of Juvenile Justice education programs in grades nine (9) through twelve (12), beginning with the 2009-2010 school year. School districts were given the option to contract with the Florida Virtual School or establish their own Florida Virtual School franchise, contract with an approved virtual instruction provider, or enter into an agreement with another school district to allow the participation of its students in an approved virtual instruction program provided by the other school district.

**Adjunct Positions:**

1. Teachers will be paid \$4250 per semester to provide virtual instruction for students in accordance with the contractual obligations set forth in agreements with vendor partners, Florida statute, and Board policy. For adjunct staff members who serve as the teacher of record for a course, the total student load shall not exceed 45 active enrollments, and not more than two course preparations. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the professional learning program established by Pasco eSchool and/or its partners. The District will provide the after-hour staff development rate for scheduled live training sessions that are scheduled outside of work hours.
2. Teachers will be required to have a publishable telephone number and a computer with high-speed internet access. School facilities and equipment may be utilized to the extent that they are normally available and so long as a teacher's regular work responsibilities are not disrupted.
3. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least five (5) hours of "office hours" should be scheduled each week of instruction. These hours will be set at the teacher's discretion in keeping with the rules and procedures established in the staff handbook. Additional student and parent contact may be required beyond the teacher's established "office hours" and can be conducted in the time, place, and manner agreed upon by the teacher and the student or parent.
4. In general teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
5. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
6. Initial enrollment and registration of students will not be the teacher's responsibility.
7. The Board and the Union will meet periodically to discuss the implementation of this virtual instruction program.

**Part-Time Positions:**

1. Teachers will be paid \$8500 per semester to provide virtual instruction for students in accordance with the contractual obligations set forth in agreements with vendor partners, Florida statute, and Board policy. For part time staff members who serve as the teacher of record for a course, the total student load shall not exceed 90 active enrollments, and not more than four course preparations. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the professional learning program established by Pasco eSchool and/or its partners. The District will provide the after-hour staff development rate for scheduled live training sessions that are scheduled outside of work hours.
2. Teachers will be required to have a publishable telephone number and a computer with high-speed internet access. School facilities and equipment may be utilized to the extent that they are normally available during school hours.

3. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least twelve (12) hours of "office hours" should be scheduled each week of instruction. These hours will be set at the teacher's discretion in keeping with the rules and procedures established in the staff handbook. Additional student and parent contact maybe required beyond the teacher's established "office hours" and can be conducted III the time, place, and manner agreed upon by the teacher and the student or parent.
4. In general, teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
5. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
6. Initial enrollment and registration of students will not be the teacher's responsibility.
7. The Board and the Union will meet periodically to discuss the implementation of this virtual instruction program.

**Full-Time Positions:**

1. Teachers will be paid a base salary as established by the Instructional Salary range. Teachers will also be eligible for additional Performance Pay in accordance with the Performance Pay provisions to be agreed upon by the District and Union.
2. School Counselors assigned to Pasco eSchool will be paid a base salary as established by the Instructional Salary range. School Counselors will also be eligible for additional Performance Pay in accordance with the Performance Pay provisions to be agreed upon by the District and Union.
3. When filling full-time positions for the ~~2022-2023~~ 2021-2022 school year, preference will first be given to teachers with previous successful virtual instruction experience. For Classroom on Demand positions, school/teaching assignments will be determined by unfilled teaching vacancies at physical schools in the District. Every effort will be made to identify the school/course assignments by pre-planning week for semester one, and during the last week before winter break for semester two. For other virtual instruction positions, school/teaching assignments will be determined by the needs of the SOS, credit recovery, and/or SBP at physical schools in the District and are based on student needs and teacher certification requirements.
4. After being selected as a virtual instruction teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the professional learning program established by Pasco eSchool and/or its partners. The District will provide the after-hour staff development rate for training sessions that are scheduled outside of work hours.
5. Teachers will be provided with a laptop computer, as well as an option to use workspace at the Pasco eSchool office with internet access, and district telephone number with voicemail capabilities. The teachers will be provided with up to two sets of printer cartridges, ordered through the Pasco eSchool office, when the teacher provides the printer make and model information to the bookkeeper.
6. Teachers will be expected to report to their workspace location up to three (3) times per month to attend faculty meetings, provide on-site visits to virtual learning labs at local schools, and address any other program needs that require the teacher's physical presence. Classroom on Demand teachers and other virtual instruction teachers will be expected to report to their workspace weekly to provide on-site visits to their blended learning classes at local schools, and address any other program needs that require the teacher's physical presence. Teachers will be provided at least a two-week notice of mandatory on-site meetings. To assist teachers with managing heavier workloads during peak grading windows, on-site meetings will not be scheduled in weeks following calendar breaks of more than three school days or during the last week of the semester with the exclusion of post-planning days at the conclusion of the academic schoolyear and emergency meetings such as topics relating to school safety, crisis situations, or issues that substantially impact the operation of the virtual school.
7. Teachers will be expected to participate in online professional development sessions on a monthly basis, in accordance with the schedule published by Pasco eSchool and its vendor partners.
8. Given the unique teaching and learning environment of Pasco eSchool, teachers will be afforded the

opportunity to attend a professional development conference, such as the Florida District Virtual Instructional Program Network, Distance Learning Annual Conference (DLAC), Florida Virtual School Staff Conference (FLVS), Florida Distance Learning Associations (FDLA), Florida Education Technology Conference (FETC), International Association of Colleges and Online Schools (INACOL), and/or the United States District Learning Association (USDLA) conference. Expenses associated with such conferences will be covered/reimbursed according to district guidelines.

9. Teachers will be expected to assist in the review and evaluation of eSchool curriculum. Participation in the development of eSchool curriculum shall be optional.
10. Teachers and School Counselors will be expected to report to their designated location to assist with the administration of required state and district assessments.
11. In addition to their counseling responsibilities, School Counselors may be expected to teach one virtual instruction course during the ~~2022-2023~~ 2021-2022 school year.
12. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least eighteen (18) hours of "office hours" should be scheduled, between the hours of 8:00 a.m. and 8:00 p.m., each week of instruction. These hours will be set at the teacher's discretion in keeping with the rules and procedures established in the staff handbook. Additional student and parent contact may be required beyond the teachers established "office hours" and can be conducted in the time, place and manner agreed upon by the teacher and the student or parent.
13. In general, teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
14. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
15. By April 1<sup>st</sup> of each of a teacher's first two (2) years as a Pasco eSchool teacher, he or she may elect to return to an instructional position at a traditional school. The Board shall assist such teacher(s) in securing a position for which he/she is qualified for in the judgment of the Superintendent. Pasco eSchool teachers may also be returned to an instructional position at a traditional school at the discretion of the Superintendent in accordance with Article VII, Section F-3.
16. Initial enrollment and registration of students will not be the teacher's responsibility.
17. The Board and the Union will establish guidelines for the active student load that a full-time teacher will carry depending on the course taught. When the student load exceeds the thresholds delineated in Chart #1, the full-time teacher will receive compensation for the higher number of students until additional teacher support can be arranged. Such compensation shall be paid according to Chart #2 below and will be paid as a supplement at the end of each semester. Should the full-time teacher indicate a willingness to carry a higher load for the duration of the semester, the teacher will continue to receive additional compensation. When a teacher is assigned both Basic and Premium courses, the course load range will be determined by the course category in which the majority of students are enrolled.

**Chart #1: Student Loads for Full Time Instructors**

<u>Description</u>	<u>Base</u>	<u>Adjunct or Additional Compensation for ToR</u>	<u>Additional Part Time Staff to Support</u>
6-12 Basic Course	151-175	176-200	201+
Premium Course*	180-210	211-240	241+
K-5 (Core)	<del>45</del> 27		
K-5 Non-Core	250		
Secondary Lead Teacher	100		
Elementary Lead Teacher (core)	20* number may increase during transition times		
Elementary Lead Teacher (non-core)	150* number may increase during transition times		

**Chart #2: Additional Compensation for Student Loads Above Thresholds (elementary)**

<u>Elementary</u>	
<u>Active Student Load</u>	<u>Weekly Compensation</u>
1-3	<del>\$79</del> \$25
4-7	<del>\$157</del> \$50
8-12	<del>\$236</del> \$75

Compensation for additional students beyond 12 shall be pro-rated based on Chart #2 above.

**Chart #3: Additional Compensation for Student Loads Above Thresholds (secondary)**

<u>Secondary</u>	
<u>Active Student Load</u>	<u>Weekly Compensation</u>
5-15 additional students	\$79
16-30 additional students	\$157
31-45 additional students	\$236

Compensation for additional students beyond 45 shall be pro-rated based on Chart #3 above.

\*Premium Course refers to courses, for which the district pays an additional licensing fee beyond the \$50 per semester enrollment rate. These courses will be designated as such on the Master Schedule provided to teachers and will- be updated as those updates are made.

18. Teachers will not be assigned more than ~~five (5)~~ ~~three (3)~~ ~~five (5)~~ course preparations per regular semester and five (5) per summer semester, unless agreed to prior to the beginning of the semester. Teachers may apply for Lead teacher assignments. Administration will select grading, or call support based on teacher request. Additional duties may be assigned as determined by administration with input from the Instructional Trainer Coach and Lead teachers.
19. The Board and the Union will meet periodically to discuss the implementation of the virtual instruction

program.

20. There is no intent to limit, modify or diminish any rights or privileges conferred by the Instructional Master Contract except as expressly stated herein.
21. Exceptional Student Education (ESE) students shall receive services from ESE teachers. The District shall monitor and balance ESE caseloads at the close of each enrollment period and as needed.

**245 Day Contract Employees:**

Beginning July 1, 2020, the District began offering 245-day contracts for some of its virtual instructional programs. Issuance of these contracts will be based on student/program needs as determined by the District. Initial assignment in these positions shall be voluntary and teachers hired for year-round positions-will comply with #'s 1-20 above. In addition, the following terms and conditions shall be applicable for these positions.

1. The salaries of the 245-day contract employee shall be determined by adding the additional days paid at the employee's daily rate to the employee's current yearly salary.
2. Teachers hired in these positions shall earn additional sick days in the same manner as all other 245 District employees.
3. Upon initial placement in this position, the employee shall earn Vacation Leave at the following rate:

**Proportion of Days of Leave Earned**

<b>Continuous Service</b>	<b>During Pay Period (Biweekly)</b>
Up through five (5) years	.5
Six (6) through ten (10) years	.625
Over ten (10) yearn	.75

- a. Continuous service shall be construed as employment with one (1) or more Florida state agencies without a break in service.
- b. Authorized leaves of absence shall be considered continuous service.
- c. A teacher shall not earn vacation time while on an approved leave without pay nor shall the time on such leave be credited toward years of experience.
- d. A Florida state agency employee who terminates employment at any time other than the end of his/her work year will be considered as having a break in service unless employed by another Florida state agency within ten (10) days.
  - i. Consecutive employment in less than twelve (12) month positions will constitute continuous service.
  - ii. A teacher who terminates employment will receive a final payment of accrued Vacation Leave based on hourly rate on the date of termination.
  - iii. A teacher who transfers from a vacation-earning position to a non-vacation-earning position must use accrued vacation time within the work year if the transfer is effective at the beginning of a work year or by the end of the next work year if the transfer is effective during a work year. If vacation time is not taken within these time limits, it will be forfeited.
  - iv. Teachers shall be permitted to carry forward beyond July 31st of each year, sixty (60) days of accrued Vacation Leave.
  - v. As per Florida Statute 1012.65, terminal pay for accrued vacation leave may not exceed a maximum of sixty (60) days.
    - i. Employees who retire under the Florida Retirement System (FRS) with full or reduced benefits as provided by law and who receive a lump-sum payment of accrued vacation leave earned in accordance with Article VIII, Section D-4 and who meet the participation requirements provided in Article X, Section G,1, of this Agreement, shall have said lump-sum payment of accrued vacation leave paid into a Board-approved 401 (a) Qualified Retirement Plan subject to annual contribution limits and subject to the same fund withdrawal penalty reimbursement as provided

in Article X, Section G,1, of the Agreement.

- ii. A teacher will not be approved to take more than one week of consecutive days of vacation while assigned to students, and no more than two weeks in a semester fall/spring/summer).
4. Job-sharing shall not be available for these positions.
5. Employees in these positions may elect to use vacation days before taking unpaid Sick Leave and may transfer Sick Leave to family members under the same conditions as all other 245 District employees.
6. Judicial leave shall not be deducted from accrued vacation leave.

### **Additional Duty Days – Summer Program**

#### **Full-Time Employment (excluding 245-contract employees):**

1. Teachers, including School Counselors, will be paid their regular hourly rate of pay for thirty-seven and a half (37.5) hours per week for additional duty days beyond the 196-day contract. Full-time teachers who work the summer program will earn one (1) additional day of sick leave for each month worked of the summer program.
2. Current Pasco eSchool teachers will have the right of first refusal to work additional duty days. Hiring decisions will be based on the certification requirements, student enrollment, and the needs of the virtual instruction program.
3. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the contracted vendors through the professional development program established by Pasco eSchool and/or its partners. Teachers will be able to complete the online training pre-requisite at their convenience. The District will provide the after-hour staff development rate for the scheduled live training sessions that are scheduled outside of work hours.
4. For the duration of the summer term, full time teachers will carry 120 students. A student load in excess of 120 active students will result in additional compensation according to Chart #2 referenced above and/or the hiring of additional teaching support to meet enrollment needs. Teachers will not be assigned more than five (5) course preparations unless agreed to prior to the beginning of the summer session.
5. When part-time or adjunct teachers are hired to meet enrollment needs, the full-time teacher will work with administration to determine the tasks that the part time or adjunct teachers will complete to support student needs.
6. Teachers will be provided with a laptop computer, as well as an option to use workspace at the Pasco eSchool office with internet access, and a district telephone number with voicemail capabilities. The teachers will be provided with up to one set of printer cartridges, ordered through the Pasco eSchool office, when the teacher provides the printer make and model information to the bookkeeper.
7. Teachers will be expected to report to their workspace location up to once per month to meet program needs that require the teacher's physical presence.
8. Teachers will be expected to participate in online professional development sessions on a monthly basis, in accordance with the schedule published by Pasco eSchool and its vendor partners.
9. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least eighteen (18) hours of "office hours" should be scheduled, between the hours of 8:00 a.m. and 8:00 p.m., each week of instruction. These hours will be set at the teacher's discretion in keeping with the rules and procedures established in the staff handbook. Additional student and parent contact may be required beyond the teacher's established "office hours" and can be conducted in the time, place, and manner agreed upon by the teacher and the student or parent.
10. In general, teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
11. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
12. Initial enrollment and registration of students will not be the teacher's responsibility.

13. The Board and the Union will meet periodically to discuss the implementation of the virtual instruction program.
14. There is no intent to limit, modify or diminish any rights or privileges conferred by the Instructional Master Contract except as expressly stated herein.

**Part-Time Positions:**

1. Teachers, including School Counselors, will be paid their regular hourly rate of pay for four and three quarters (4.75) hours for each day of the 4-day work weeks in the summer session. Part-time teachers who work the summer program will earn .5 day of sick leave for each month worked of the summer program.
2. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the contracted vendors through the professional development program established by Pasco eSchool and/or its partners. Teachers will be able to complete the online training pre-requisite at their convenience. The District will provide the after-hours staff development rate for the scheduled live training sessions that are scheduled outside of work hours.
3. For the duration of the summer term, part time teachers will carry 60 active students or may work as a team with a full-time teacher to meet enrollment needs.
4. Teachers will be required to have a publishable telephone number and a computer with high -speed internet access. School facilities and equipment may be utilized to the extent that they are normally available during school hours. The teachers will be provided with up to one set of printer cartridges, ordered through the Pasco eSchool office, when the teacher provides the printer make and model information to the bookkeeper.
5. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least five (5) hours of "office hours" should be scheduled each week of instruction. These hours will be set at the teacher's discretion in keeping with the rules and procedures established in the staff handbook. Additional student and parent contact may be required beyond the teachers established "office hours" and can be conducted in the time, place, and manner agreed upon by the teacher and the student or parent.
6. In general, teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
7. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
8. Initial enrollment and registration of students will not be the teacher's responsibility.
9. The Board and the Union will meet periodically to discuss the implementation of this virtual instruction program.

**Summer Adjunct Positions:**

1. Teachers will be paid a \$2500 supplement for the summer session for ten hours per week.
2. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the contracted vendors. Teachers will be able to complete the online training pre-requisite at their convenience. The District will provide the after-hour staff development rate for the two- day face-to-face training.
3. Teachers will be required to have a publishable telephone number and a computer with high -speed internet access. School facilities and equipment may be utilized to the extent that they are normally available during school hours. The teachers will be provided with up to one set of printer cartridges, ordered through the Pasco eSchool office, when the teacher provides the printer make and model information to the bookkeeper.
4. For the duration of the summer term, adjunct teachers will work as a team with a full-time teacher to meet enrollment needs. Adjunct teachers may grade student work, conduct live webinar sessions, discussion-based assessments and/or complete monthly contacts with parents and students.

5. In general, teachers will be expected to return student and parent communication within twenty-four (24) hours of the contact being initiated.
6. Teachers will be expected to comply with the rules and procedures established in the staff handbook.
7. Initial enrollment and registration of students will not be the teacher's responsibility.
8. The Board and the Union will meet periodically to discuss the implementation of this virtual instruction program.

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date