Memorandum of Understanding

**District School Board of Pasco County and the United School Employees of Pasco (USEP)**

**Instructional Unit**

**September 9, 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**)** 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,** 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 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 **only** and **specifically** 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 work toward implementing all reasonable safety precautions including social distancing, masks and sanitizing of buildings, 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.

3) 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. This restriction will be revisited for semester 2.

4) All employees will be provided two (2)cloth masks at the beginning of the school year 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.

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 mask passes are easily identifiable for Instructional staff. Mask passes shall not only be identifiable in the MyStudent database, but shall have a physical component identifiable by school staff indicating the student’s exemption.

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, USEP representatives shall continue to have the right to visit schools to carry out professional functions at all schools and worksites.

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:***
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:***

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).

c. 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.

c. 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:***

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

a. Teachers may volunteer to supervise in the classroom while students are unmasked/eating.

b. Teachers are permitted to stand and supervise students from outside the classroom door

c. Teachers (or volunteers) take/meet entire class outside in an assigned area while students are unmasked/eating while adhering to social distancing.

d. 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.

e. Teachers who could have qualified for ADA accommodations but agreed to return to Brick & Mortar classrooms because of the mask policy passed by the School Board, and who are now being asked to break that policy, receive ADA accommodations for that time period where students are unmasked/eating.

***COVID-19 Exposures***:

Employee safety is always of paramount concern and all efforts will be made to ensure employee safety 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.

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.

38) 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.

39) Staff Leaves associated with COVID-19 exposure:
Employees directed by the Pasco Co. Dept. of Health through their administrator/supervisor to go home to quarantine for 14 days, will be placed on Administrative Leave up to 7 days pending the COVID-Response Team investigation results. If symptoms begin or a positive test is realized, the employee is eligible for the following forms of paid leave:

1. Staff have access to leave under the Families First Coronavirus Response Act (FFCRA) up to ten (10) days. However, if the employee is able, they may continue to work “virtually” utilizing innovative District strategies.
2. Once leave days under the FFCRA are used, employees will be eligible for up to thirty (30) additional days of paid District leave.
3. In the event an employee is out of work beyond the 40 days referenced in “a & b” above, employees will have the option to utilize the District’s Sick Leave Bank if they are participating members.
4. For the 2020-2021 school year only, the Sick Leave Bank will extend the enrollment period from September to October 301st.
5. For the 2020-2021 school year only, the Sick Leave Bank will waive the one-year employment requirement for participation in the bank.
6. 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.
7. 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.

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FOR THE DISTRICT DATE