**Board Counter Proposal #1**

**MEMORANDUM OF UNDERSTANDING**

**Reopening Guidelines**

**School Related Personnel Unit**

**September 16, 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 ~~447.319(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 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 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 previsions. 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 ~~work toward implementing~~ all reasonable safety precautions contained in the District’s reopening plan (Facilities and Purchasing and Health and Wellness sections) including but not limited to 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 are available and maintained for the use at all worksites~~*~~.~~* ~~SRP 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. SRP 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 SRP staff. Mask passes shall not only be identifiable in the MyStudent database and bus rosters but shall have a physical component identifiable by school staff & bus drivers 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 or IA 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) COVID-19 Training –a “voice over PPT” training will be shown to all employees upon their return to work for the 2020-2021 school year. This PPT will also be available using the “Beginning of Year Canvas” courses for staff and administrators. COVID-19 Training / Orientation for custodians will be conducted by their Plant Manager/ Assistant. The training/ orientation will include the most up to date cleaning practices and key information regarding custodial services. The orientation will not exceed two (2) hours and staff will be required to sign-off confirming they have been trained. The two (2) hour orientation may be conducted during the custodian’s shift or a mutually agreed upon time between the Plant Manager and custodian.~~

~~13) Bus Drivers and Transportation Assistants – the parties have agreed that students entering any school bus will be required to wear a face covering while on the bus unless the student is provided a mask exemption.~~

* ~~Employees will be required to remind or encourage students not in compliance to put their mask or shield on again. If the student remains non-compliant, the Bus Driver and/or Assistant will notify the student’s administrator and obtain direction.~~
* ~~It is also agreed that students will load and sit from the rear of the bus forward, by bus stop, and every effort will be made to leave seats #1 and #2 vacant to create a full 6+ feet of social distancing between the student and bus driver.~~
* ~~Other than athletic events, field trips will not take place during the first semester of the 2020-2021 school year. If there is a need for field trips, the district will follow guidelines outlined in this memorandum.~~

~~14) To ensure proper comfort for employees and students wearing face coverings, worksites will maintain a temperature of 74 degrees (+ or -) 2 degrees at all time~~

~~15) 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.~~

~~16) If a school’s “chiller(s)” are not functioning, the school’s “fresh air” system will continue to circulate air throughout the school. If either HVAC system is down (chiller and fresh air) and the problem is estimated to last longer than 24 hours, that school will move to “virtual” instruction and employees will not be required to work 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.~~

~~17)~~ *~~Daily Cleaning~~*~~: Hand sanitizers will be installed in all schools and school buses 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 SRP staff as needed. For the purpose of Transportation (Bus Drivers/ Assistants), staff will be responsible for sanitizing “high touch areas” on their bus, utilizing district approved germicide.~~

~~FNS staff shall be responsible for their normal duties including occasional cleaning from the serving line back toward the kitchen. It is further understood, Custodial/ Lunchroom supervision will be responsible for handling the serving line forward such as café table cleaning. In the instance FNS staff is asked to work beyond the serving line, staff will be rotated for such duties.

18) Plant Managers, Assistant Plant Managers and custodians will be solely responsible for mixing and/or diluting chemicals in the germicides to be distributed for use.~~

~~19)~~ *~~Weekly Cleaning:~~* ~~Custodial staff will be responsible for most “enhanced weekly cleaning” duties which include disinfecting all walls, cabinets and furniture 2 times per week. Floors other than classrooms will be mopped 2 times per week. The district, for the 2020 – 2021 school year will utilize the “Career Source” temporary staffing services to hire twenty (20) temporary employees to support custodial operations throughout the district as schools re-open for “Enhanced Cleaning Activities”. Additional allocations for custodial staff will be determined based on needs of a specific school. Factors determining that need will be solely based on number of teachers, square footage of school facilities and special programs at that facility. The district shall provide the union with the list of temporary employees every 1st of the month. Any need for additional custodial staff beyond the twenty (20) custodial services positions by way of Career Source shall be discussed with the USEP President or designee.~~

~~20) Hand sanitizers will be installed in all school buses for student usage. Drivers and Assistants will be provided clean cloths to use on a daily basis, one (1) for the AM run and one (1) for the PM run, to ensure proper disinfecting of buses is being done.~~

~~21) One-way traffic flows inside school buildings will be established where feasible to improve social distancing of students and staff.~~

~~22) A process to ensure an adequate supply of cleaning resources remain available for students and staff throughout the school day.~~

***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.  ~~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 bus compound, or other district location while on the job.~~

~~23) 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.~~

~~24) 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.~~

~~25) 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.~~

~~26)~~ 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 with pay 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) which allows up to ten (10) days of Emergency Paid Sick Leave (EPSL). However, if the employee is able, they may continue to work “virtually” utilizing innovative District strategies.
2. 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.~~  employees will use their own leave.
3. ~~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, employees will have the option to ~~utilize~~ apply for paid time through 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 30~~~~1st~~~~.~~ Depending on the circumstances, employees may be able to apply for paid time using the District’s Voluntary Sick Leave Donation Program (VSLD).
5. ~~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:
6. There is no evidence that the employee failed to abide by the health and safety protocols contained in the District’s Re-Opening Plan;
7. The employee is available to work, but due to the nature of his/her position cannot work remotely;
8. If the quarantine/isolation is due to potential exposure to a COVID positive individual, that exposure occurred while working for the District;
9. 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.
10. ~~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.~~
11. ~~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 express terms of this memorandum will only apply for the 2020-2021 school year and will not be precedent setting in any way.~~

***~~SRP Make-Up Compensation~~***

~~Considering the districts position to pay employees in “advance” on August 21, 2020 and September 4, 2020 the district and union agree to the following pay-back options:~~

1. ~~Full Payback (dollar for dollar) – no further obligation due~~
2. ~~Leave time (full day & hour increments)~~
3. ~~Extended work schedule (when possible)~~

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