

Board Counterproposal #3

MEMORANDUM OF UNDERSTANDING

2021-2022 Health and Safety Guidelines

August 6, 2021

As a result of the continued presence of COVID-19 in our Pasco community, the parties recognize that additional health and safety considerations are needed as we begin the 2021-2022 school year. The parties agree this document applies only and specifically to the 2021 – 2022 school year, and all terms are non-precedent setting.

General Health and Safety Precautions:

1. The District will continue to review safety precautions from federal, state, and local health and education officials, and Federal and State officials, and will incorporate them into its operating procedures where appropriate necessary.
2. The District will monitor campus and facility visits by non-essential visitors, community organizations, businesses, municipal partners, and speakers and limit these visits as necessary due to COVID positive case numbers. The parties agree to meet prior to winter break to revisit current protocol and recommend any changes.
3. As provided for in the collective bargaining agreements, USEP representatives shall continue to have the right to visit schools to investigate employee complaints and communicate with SRP. USEP representatives shall comply with any and all health and safety expectations in place at the time of the visit.
4. The District will continue to monitor and report COVID information, including positive cases, on the District website.
5. Classrooms and other rooms, workspaces, and meeting rooms will be arranged to maximize space and increase social distancing for staff and students to the extent reasonably possible.
6. While the wearing of masks shall ~~will be generally optional, in certain circumstances, and in conjunction with the Pasco County Department of Health procedures, exposed but asymptomatic employees may have the option to remain at work, provided they wear a mask.~~ All Rules and guidance concerning the wearing of protective masks will be governed by the CDC, and state, and local health departments and applicable laws and regulations. Masks and other personal protective equipment shall be provided upon request when available. The District will not take any adverse action against any employee utilizing reasonable personal protective equipment. Where conflict exists between these agencies, the District will resolve until such time as a binding legal determination is in place.

7. The District will review any situation that involves an SRP being out of work in excess of 110 days as a result of an employee contracting COVID-19 while performing their duties at their worksite and remaining sick beyond the 110 days.

8. ~~Whenever possible, all faculty and employee related meetings shall be conducted remotely. If meetings must be held in person, employees will be given a remote option.~~ Faculty and employee meetings may be conducted remotely. For meetings that are held in person, employees ~~may~~ will be provided a remote option **when possible.**

9. ~~The District also intends to allow students to temporarily work remotely under circumstances similar to those listed above.~~ **In accordance with State Board Education Rule 64ER-21-01, all employees with instructional and/or instructional support responsibilities shall be expected to fully support students needing to participate remotely due to COVID-related isolation/quarantine (ex. Permitting students to live stream into the classroom)** through the use of a variety of techniques and technologies including live streaming **whole group instruction applicable to students,** posting relevant materials on Canvas, interacting through emails and phone calls, interaction with Academic Tutors, providing recorded lessons, and other techniques.

General Cleaning and Sanitizing Efforts:

1. Each worksite in the District will be supplied with appropriate cleaning supplies.
2. The District will continue the implementation of enhanced cleaning objectives as outlined by the Department of Maintenance and Custodial Services.
3. Maintenance and/or custodial employees will be responsible for mixing or diluting chemicals in the germicides to be distributed.

Employee Leaves Associated with COVID-19 exposure:

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

a.) The District intends to allow employees to temporarily work remotely when the employee (1) is subject to quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health; or (2) requires isolation, as documented by a licensed health care professional, due to the employee testing positive for COVID. For an employee to be eligible for temporary remote work, the following criteria must be met:

1. The employee is available for work and the nature of the employee's position, as determined by the employee's worksite supervisor, supports the employee working remotely.
2. The employee agrees to any offered COVID testing through the District's COVID testing centers and tests with all reasonable haste.

3. The employee provides all reasonable requested documentation supporting the need to temporarily work remotely.

4. In general, the extent of an individual temporary remote assignment shall not exceed the period of quarantine/isolation or 8 working days, whichever is less. Any exceptions to this limitation must be agreed upon by the employee and the worksite supervisor and approved by the Superintendent.

5. The employee meets job performance expectations for the duration of the remote assignment.

~~The District also intends to allow students to temporarily work remotely under circumstances similar to those listed above. All employees with instructional and/or instructional support responsibilities shall be expected to fully support students needing to participate remotely due to COVID-related isolation/quarantine (ex. permitting students to live stream into the classroom).~~

b.) On or after the date of the signing of the tentative agreement, Effective **August 2, July 26 2021**, the District intends to provide administrative leave, up to twenty (20) days for the 2021-2022 school year when an employee (1) is subject to quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health; or (2) requires isolation, as documented by a licensed healthcare professional, due to the employee 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 specified health and safety protocols.

2. The employee provides evidence of being fully vaccinated and/or receives from the District a reasonable accommodation under applicable employment law.

3. The employee is available to work, but due to the nature of his/her position, as determined by the employee's worksite supervisor, cannot work remotely.

4. The quarantine/isolation is a result of being traced to COVID exposure while working for the District or is due to the onset of COVID symptoms without known exposure.

5. The employee agrees to any offered COVID testing through the District's COVID testing center and tests with all reasonable haste;

6. The employee provides all reasonable requested documentation within eight (8) ~~five~~ working days. This is including, but not limited to, request for COVID Administrative Leave, documentation supporting the need to be absent from work for quarantine/isolation, and/or testing positive for COVID through exposure at work, evidence of vaccination, and/or documentation supporting a request for the need for a reasonable accommodation.

7. The extent of an individual instance of administrative leave shall not exceed the period of quarantine/isolation or eight (8) working days, whichever is less.

8. Nothing herein prevents the District from investigating potential fraud and/or abuse of the above provisions.

e.) Following all the same criteria listed in (b.) above, the District will provide up to 10 days of administrative leave for those employees who are not vaccinated at the time of the exposure and do not have a reasonable accommodation under applicable employment law.

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 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