

Board Counterproposal #3

MEMORANDUM OF UNDERSTANDING

2021-2022 Health and Safety Guidelines

August 6, 2021

~~WHEREAS~~, As a result of the continued consequences of the Coronavirus Disease 2019 (COVID-19) pandemic, on July 20th, 2021 after consultation with public health officials as necessary, Xavier Becerra, Secretary of Health and Human Services renewed the January 31, 2020, determination by former Secretary Alex M. Azar II, that he previously renewed on April 21, 2020, July 23, 2020, October 2, 2020, January 7, 2021, and April 15, 2021 that a public health emergency exists and has existed since January 27, 2020, nationwide; and

~~WHEREAS~~, Section 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~~, 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 as of July 24, 2021 the positivity rate for Covid 19 is currently 18.5% in Pasco County and the presence of COVID-19 requires additional safety precautions and provisions. The parties agree that this document applies only and specifically to the 2021-2022 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:

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 parties agree to implement and adhere to all safety precautions from the CDC and County Health Department which by reference here shall be considered part of this document.~~

The District will continue to review safety precautions from federal, state, and local health and education officials, and Federal and State education 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 teachers. 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. At their discretion, teachers may configure classrooms to provide a 6 foot buffer zone from the teacher's desk to the student desks.~~

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 available and provided upon request when available. No employee shall suffer any consequence for the wearing of a mask during any/all work hours and functions. 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. 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.~~

General Cleaning and Sanitizing Efforts:

1. Each classroom in the District will be supplied with appropriate cleaning supplies upon request. Use of these supplies by members of the instructional staff will not be mandated, however, all employees may use these supplies at their discretion.

Evaluations/Classroom Observations/Quarantined Student Instruction:

The 2021-2022 Pasco County Teacher Evaluation System, as referenced on the District website and the evaluation contract language contained in Article VII, Section H for Instructional Employees shall be ~~provided to all employees posted on the District webpage for all employees.~~ The District will continue to follow the established practices pertaining to classroom observations per Article VII, Section H, and the *Pasco County Teacher Evaluation System* and will take into account those challenges presented as a result of social distancing concerns and any other pandemic related concerns. Due to the nature of the pandemic, the circulation of students and staff may be minimized at the discretion of the teacher.

~~The District intends to allow quarantined students to temporarily work remotely. All employees with instructional and/or instructional support responsibilities shall be expected to support students needing to participate remotely due to COVID related isolation/quarantine. At the discretion of the teacher, students will be permitted to live stream into the classroom or be provided materials through Canvas or other means.~~

~~The District also intends to allow students to temporarily work remotely when absent due to Covid 19, 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.

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.) 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 or providing materials through Canvas and/or other systems).

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 on COVID symptoms without known exposure.
5. The employee agrees to any offered COVID testing through the District's COVID testing centers 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 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 currently have 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