

**Memorandum of Understanding**  
**2021-2022 Health and Safety Guidelines**  
**Instructional Bargaining Unit**  
**July 27, 2021**

**WHEREAS**, As a result of the continued consequences of the Coronavirus Disease 2019 (COVID-19) pandemic, on July 20<sup>th</sup>, 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:

### **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.
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. District will continue to monitor and report Covid information, including positive test cases, on the District website.
5. Classrooms and other rooms will be arranged to maximize space and increase social distancing. 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 be optional, masks and other personal protective equipment shall be available and provided upon request. No employee shall suffer any consequence for the wearing of a mask during any/all work hours and functions.

### **General Cleaning and Sanitizing Efforts**

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:** 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. 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. It is the sole discretion of the teacher whether to circulate the classroom.

### **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.

The District intends to provide administrative leave, up to twenty (20) days, when an employee (1) is subject to quarantine/isolation as directed by the Pasco County Department of Health or their designee; or (2) requires more than ten (10) days of isolation, as documented by a

licensed health care professional, due to 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 appropriate health and safety procedures;
2. The employee is available to work, but due to the nature of his/her position cannot work remotely;
3. The employee is unavailable to work due to the nature of his/her symptoms/illness;
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 My Health Onsite Clinics.

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.

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For the Board

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Date

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For the Union

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Date