

MEMORANDUM OF UNDERSTANDING

School Board of Pinellas County
And
Pinellas Classroom Teachers Association

This Agreement dated this 30th day of July, 2020 is between the School Board of Pinellas County, Florida (the "District" or "Board") and the Pinellas Classroom Teachers Association (PCTA) relating to reopening for the fall 2020 during COVID-19.

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 is in the process of developing its reopening plan to include a remote learning platform called MyPCS Online 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, provided that the Florida Department of Education (FLDOE) approves the District's reopening plan, FLDOE will authorize full FTE credit for MyPCS Online 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, Article 6 of the parties collective bargaining agreement (CBA) provides that the parties may "stipulate on matters not expressly provided for in the Agreement by means of a written memorandum of understanding between the Board and the Union. 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."

NOW, THEREFORE, the parties recognize that the presence of COVID-19 requires additional safety precautions and that the assignment of instructional employees to teach students who choose MyPCS Online may have an impact on certain working conditions and agree as follows:

Safety Precautions

1. The parties agree to work toward implementing all reasonable safety precautions including social distancing, masks and sanitizing of buildings and facilities to the extent possible. To that end:
 - a) The District has established cleaning protocols aligned to industry standards established by the American Physical Plant Administrators and the CDC recommendations for the cleaning and sanitizing of schools. The protocols that the District agrees to follow are found in the handbook entitled **2020 Cleaning for a Healthier Pinellas County Schools** found at <https://www.pcsb.org/Page/33428>.
 - b) 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 by instructional staff, but they are not required to clean or sanitize classrooms.
 - c) Each school and work site will develop a plan to educate students, staff, parents and visitors regarding the location and use of no touch hand sanitizing stations and the importance of social distancing and wearing masks and other measures recommended by the CDC to mitigate the exposure to the virus. Additionally, signage will be strategically placed throughout schools and work sites to direct traffic flow and reinforce these safety measures.
 - d) For at least 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.
 - e) Employees and visitors will complete a self-screening tool to affirm their wellness each day before entering any school or building. The District will inform and encourage parents to conduct self-screening of their child's health for symptoms and exposure to the virus before sending their child to school.
 - f) All employees and students will be provided five cloth masks at the beginning of the school year to be worn to the maximum extent possible in all common areas and classrooms when social distancing is not possible. Disposable replacement masks will be available. Teachers will be provided face shields upon request.
 - g) Face shields, gloves and two sets of scrubs will be provided to employees requiring additional or alternative personal protective equipment (PPE) upon request for PreK, VPK, ESE Self-Contained units, and centers.
 - h) Classrooms and other rooms will be arranged to maximize space and increase social distancing. The configuration of classrooms will provide for a two-foot teacher wall and an additional six-feet between the wall and student desks. Outdoor furniture, structures and equipment used on playgrounds, recess areas and sporting events, will be cleaned and sanitized in accordance with the **2020 Cleaning for a Healthier Pinellas County Schools** and will be addressed by each school site in its plan to educate and reinforce all safety measures.

- i) A full-time nurse will be present at each school to support the wellness needs of students and a separate clinic space for students will be established for students who are not feeling well.
- j) Faculty meetings, PLC's and other structured planning meetings will be held virtually to the extent possible but to the extent that they are held in person, six-foot social distancing will be observed, and masks will be worn.
- k) The COVID-19 team established by the District will work closely with the Pinellas County Health Department to establish procedures for addressing employees and students who have tested positive for COVID-19, experiencing symptoms of COVID -19 or have been in direct contact with a person who is symptomatic or has tested positive, which shall include procedures for quarantine or isolation, testing, tracing, and return to work or school. The parties acknowledge that information regarding the pandemic continues to develop causing changes to procedures, directives, and guidelines. The District will maintain current information on its website (<https://www.pcsb.org/coronavirus>) so that the procedures can be readily accessed by employees who may need to quarantine due to exposure.
- l) 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 area superintendent/chief to discuss options which will include administrative placement into one of the other learning options (MyPCS Online or Pinellas Virtual School). This placement is a non-discipline placement and is based on the health and safety needs of all students and staff.

Criteria for Assignment to MyPCS Online; Instructional Delivery Requirements

- 2. All bargaining unit members are covered by the provisions of this MOU however, the option for assignment to MyPCS Online is restricted to K-12 instructional personnel.
- 3. The number of students choosing to participate in MyPCS Online will dictate the number of positions available for instructional employees who apply to work in a remote setting. To the extent that the number of positions available to teach in MyPCS Online is less than the number of instructional employees who have applied to teach in this remote format, the positions will be prioritized as follows:
 - a) Consideration will first be given to qualified instructional employees in need of an accommodation under the ADA due to an underlying medical condition which may place them at higher risk if exposed to COVID-19. The parties agree to rely on the CDC's list of "Strongest and Most Consistent Evidence" in determining the at- risk nature of the underlying health condition.
 - b) Secondly, consideration will be given to qualified instructional employees who may be at a higher risk from exposure to COVID-19 because they are 65 years of age or older.

c) Third, consideration will be given to qualified instructional employees who live with someone with an underlying health condition as defined by the CDC's list of "Strongest and Most Consistent Evidence".

d) Lastly, all other applicants who wish to be considered for remote learning.

4. In order to be eligible for open positions in MyPCS Online, the employee must complete a three-hour professional development course in Canvas before the start of school. The employee will be paid for this training at the rate of \$20 an hour if the training occurs outside of their contractual day. Additional training will be available through the PCS Digital Learning office and through the Canvas Commons learning center. PCS teachers will also have access to the Canvas 24/7 live help center. Teachers may contact the Canvas help center to ask for live help on the phone or through the online portal any time day or night for assistance or troubleshooting.
5. Eligibility for an assignment in MyPCS Online also requires that the employee hold the appropriate certification for the available opening and has demonstrated that they are proficient in on-line platforms, organized, and a self-directed worker. In the event the employee is not proficient in teaching in MyPCS Online, and the teacher has been provided with an opportunity to improve, the supervisor upon objective information, may reassign the employee and the decision is not subject to the grievance procedure. For instructional employees who qualify for a MyPCS Online position under Section 3 (d), and all else being equal, seniority will be the deciding factor.
6. MyPCS Online is a 9-week commitment for students and will be delivered virtually on a daily bell schedule with the same or similar curriculum as in-person instruction and interaction with students. The employee has the option to report to their school site and teach from their classroom or available space without the presence of students or teach from their home. The option to teach from home is available if the employee qualifies for the categories under section 3 a-c and their assignment is one hundred percent virtual.
7. Any lesson plans provided in Canvas by the district shall be considered a recommendation. Teachers may customize the content to meet the needs of the students in their classes.
8. Applicants for available positions teaching in MyPCS Online recognize that class size rules do not apply to virtual instruction and that there may be a larger student to teacher ratio than in traditional classrooms. However, the number of extra students in core classes shall not exceed 28 in grades K-3, 32 in grades 4-8, and 35 for high school, except in unusual circumstances necessary to balance classes.
9. Any employee who is asymptomatic but is advised by a health care provider to self-isolate, may continue to deliver instruction remotely to students while a substitute monitors the classroom. If there are unfilled substitute positions, classes will be balanced to maintain social distancing and only as a last resort.
10. Because one or more schools may be required to convert their traditional instruction to remote learning through MyPCS Online if there is an outbreak of COVID-19 affecting a class or school, all instructional staff must complete a three-hour professional development course in Canvas

before the start of school for students. The employee will be paid for this training at the rate of \$20 per hour if the training occurs outside of their contractual day.

11. It is expected that teachers have their camera on for all direct instruction while teaching remotely through MyPCS Online, whether the class is entirely remote or a combination of students in the classroom and remote instruction. As is the case in a brick and mortar classroom setting, students will be instructed not to record the instruction. The length of the live direct instruction will be at the discretion of the teacher.
12. To the extent that there are assignments that require teachers to teach in both the traditional and MyPCS Online settings, whether during different times or simultaneously, the principal and teacher will work together to provide the teacher with additional uninterrupted planning time during non-student time.
13. The computer camera used for live direct instruction through MyPCS Online instruction, is the only camera permitted in the classroom.
14. Video recordings of teachers will not be used as part of any disciplinary action.

One Year Leave Option and Modification to Sick Leave Bank

15. In addition to the leave options available under Article 8 of the Collective Bargaining Agreement (CBA) the parties agree that any employee who applies to teach in the MyPCS Online program, but does not secure a position, may request and be granted a leave for the 2020-2021 school year. This additional leave option is unpaid, and the employee's position will not be held. However, the employee will retain a position in the district for the 2020-2021 school year. If the employee is employed on an annual contract, the contract will automatically be renewed for the 2021-2022 school year.
16. The parties have revised the guidelines for use of the sick leave bank to authorize employees to draw from the sick leave bank if required to quarantine because they tested positive for COVID-19, without having to first use accrued sick time. The parties will coordinate efforts to increase participation in the sick leave bank.
17. The District's procedures referenced in paragraph 1k, will include leaves available under the Families First Coronavirus Relief Act (FFCRA) as well as the sick leave bank guidelines agreed to by the parties to provide additional paid sick leave to employees required to quarantine due to COVID-19. The combination of the sick leave bank and emergency paid sick leave will generally allow employees required to quarantine to be paid without using accrued sick time. Under the FFCRA, the employee is entitled to emergency paid sick leave equal to their full pay (capped at \$511 per day) if for reasons a-c described below and 2/3rds of the employee's pay for reasons d-f (capped at \$200 per day). If an employee is unable to telework, they may be paid for up to 80 hours if needed because they:
 - a) Are subject to a governmental quarantine or isolation order,
 - b) Have been advised by a health-care provider to self-quarantine,
 - c) Are experiencing symptoms of COVID-19 and is seeking a medical diagnosis,
 - d) Are caring for an individual who is subject to governmental order or advice of health care provider to self-quarantine,

- e) Are caring for the employee's child because the child's school or child-care provider is closed or unavailable, or
- f) Are experiencing a substantially similar circumstance related to COVID-19 as specified by the Department of Health and Human Services, in consultation with the Department of Labor.

18. Any leave taken for COVID-19 shall not be the basis of discipline or a negative evaluation.

Evaluations

19. The parties recognize that aspects of the Marzano Focused Model will not apply or that the application will need to be reconsidered for all teachers. Accordingly, the parties agree to convene the Appraisal Advisory Committee for the purpose of soliciting input for evaluation procedures in accordance with Article 31 A 1 of the CBA.

Duration and Assurance of Continued Communication

20. The parties recognize that the effect of the COVID-19 pandemic is evolving on a daily basis and agree to continue communication.

21. This MOU will remain in effect only so long as the Emergency Order is in effect and at the latest, will expire at the end of the 2020-2021 school year. All other provisions of the collective bargaining agreement remain in full effect.

 7.30-20
Paula Texel Date
Associate Superintendent, HR

 7/30/20
Nancy Velardi Date
President, PCTA

Joanne M. McCall 7/30/20

Joanne McCall Date
Executive Director, PCTA