

MEMORANDUM OF UNDERSTANDING

School Board of Pinellas County

and

Pinellas Classroom Teachers Association

This Agreement dated this 3rd day of March, 2021 is between the School Board of Pinellas County, Florida (the "District" or "Board") and the Pinellas Classroom Teachers Association (PCTA) relating to the second semester operations during COVID-19.

WHEREAS, on November 30, 2020, the Florida Department of Education (FLDOE), using its executive authority, issued a second Emergency Order (2020-EO-07) to build on the successful reopening of public schools for in-person instruction ("Emergency Order"); and

WHEREAS, the Emergency Order continues the full FTE credit for the District's innovative learning modality known as "MyPCS Online" and allows the District to receive funding for the spring semester based on the forecast appropriation less the cost to fund the growth districts, provided however, that the District submit a Spring 2021 Education Plan which includes assurances that: 1) all schools remain open, 2) continue full panoply of services, 3) continue progress monitoring and interventions, 4) continue charter school flexibility, 5) innovative learning modality and parent involvement, 6) enhanced outreach for truancy and attendance of student and 7) continued professional development; and

WHEREAS the Emergency Order requires that students who are not making adequate progress in MyPCS Online be offered the opportunity to be transferred to in-person learning in a reasonable timeframe unless the parent affirmatively notifies the District of their intention to remain in a virtual setting; and

WHEREAS the parties recognize the likelihood that the number of students returning to in-person learning will increase for the second semester affecting class size; social distancing will be continued; and

WHEREAS, the parties agree to work together and extend their full cooperation in arriving at the safest possible working conditions for all members of the bargaining unit; 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 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 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>. If protocols are not being followed the administration will be notified in writing and have 48 hours to initiate a plan for correction.
- b) The District will ensure that each worksite has adequate cleaning supplies, including but not limited to disinfecting wipes, sanitizing spray, and hand sanitizer. These supplies are available for use by instructional staff, but said staff 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 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) The District will limit campus and facility visits by non-essential visitors, community organizations, businesses, municipal partners, and speakers. Parents will be limited to official business but may not visit classrooms for prolonged periods of time.

Volunteering and mentoring opportunities will generally be conducted virtually but to the extent they are conducted in person because of unique circumstances such as proctoring state mandated exams, social distancing will be observed.

- 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 to be worn in all common areas and classrooms. 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 (8 feet barrier for teachers). With the exception of the need to proctor state mandated exams, it is the sole discretion of the teacher if they exit their buffer zone. Upon request, teachers required to circulate during testing will be provided surgical masks. 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 nursing unit will be allocated to 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 except that groups smaller than 5 people may be held in person provided that social distancing will be practiced, masks will be worn, and a seating chart will be created and maintained. In cases where the room where the meeting occurs is large enough to accommodate more people spaced eight feet apart, the meeting may be held in person.
- 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) Employees will be notified if there is a risk that they may have been exposed to a Covid positive student or staff member in the course of their employment. Employees who may be impacted by a positive case at their school will be sent an e-mail from their principal asking them crucial questions regarding the possibility of their exposure. Receipt of this e-mail does not confirm the employee's exposure to a Covid positive student or staff member but should put them on notice that they may be impacted. Information regarding the identity of the positive student or staff member will not be shared.
- m) Students who do not wear a mask when it is required or wear the mask incorrectly, should first be re-directed on the importance of wearing a mask. If after the re-direction occurs at least three times and the student still does not comply, they will be removed from the class and the administrator will contact the parent/guardian. If the refusal by the student continues, the principal will contact the area superintendent to resolve the issue which may include 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. If the teacher feels that the process is not being followed, they will notify the faculty representative who will contact the principal and area superintendent to resolve the problem. The student may return to face-to-face instruction if they agree to abide by the mask policy.
- n) Teachers who do not wear a mask when it is required or wear a mask incorrectly should first be re-directed on the importance of wearing a mask. If they continue to not wear a mask or wear it incorrectly, they are subject to discipline.
- o) Merv 13 HVAC filters or equivalent will be installed in all classrooms by the beginning of second semester.

Additional Protection for Category 1 and 2 Instructional Staff

- 2. The Memorandum of Understanding executed by the parties on July 30, 2020 in advance of re-opening the schools for the 2020-2021 school year included a protocol for prioritizing requests by employees to teach in a virtual setting. Employees with an underlying medical condition that put them at an increased risk of developing a serious illness if exposed to COVID-19 as determined by the CDC's "Strongest and Most Consistent Evidence" list, received consideration for a virtual assignment first ("Category 1"). Secondly,

employees who are 65 years or older received consideration for a virtual assignment ("Category 2"). The same priority for consideration will be used for the second semester but only employees in Category 1 and 2 will be considered. Employees who were not originally identified as Category 1 or 2 as part of the re-opening process, may nevertheless be included if they meet the criteria.

3. The number of students continuing to participate in MyPCS Online will dictate the number of virtual positions available for employees. It is anticipated that the number of virtual positions will not be sufficient to accommodate all Category 1 and 2 employees. Principals and supervisors will work in conjunction with Category 1 and 2 employees in the development of schedules to review opportunities for virtual positions. In determining eligibility and priority for a virtual assignment, consideration will also be given to whether the employee holds the appropriate certification for the available opening, demonstrates proficiency in the on-line platforms, and whether the employee is an organized and a self-directed worker. In the event the employee is not proficient in teaching in MyPCS Online, and provided they have been given an opportunity to improve, the supervisor upon objective information may reassign the employee and the decision is not subject to the grievance procedure.
4. The District will work with the Department of Health to expedite vaccinations for Category 1 and 2 instructional employees.
5. When a virtual position is not available for Category 1 and 2 employees, the principal or supervisor will ensure that other appropriate accommodations are available including the following:
 - 8-foot teacher barrier
 - Plexiglass barrier for the teacher that is three sided
 - Face shields with glasses
 - Surgical masks
 - Larger classrooms (if available)
 - No students eating in the classroom for Category 1 Teachers

Purely Virtual Assignments and "Simultaneous Teaching"

6. A purely virtual assignment is where all the students are enrolled in MyPCS Online. Employees may also be required to teach classes where some of the students are face to face and others are enrolled in MyPCS Online (i.e., "Simultaneous Teaching"). Principals and supervisors will work in conjunction with their staff to develop class schedules and are encouraged to be innovative every effort shall be made to reduce the number of simultaneous teaching assignments
7. Where the assignment is purely virtual, 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. However, if the employee chooses to work from their home and the virtual position becomes unavailable due to schedule changes necessitated by, among other things, students electing a different learning option, the employee will be given three (3) days to transition from pure virtual to Face to Face and set up their classroom. During the transition period the teacher will teach virtually in their classroom to provide continuity.
8. Any employee who is asymptomatic but is advised by a health care provider to self-isolate due to COVID, shall continue to deliver instruction virtually 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 following the agreed upon social distancing guidelines. The ability to occasionally work virtually is not available for sickness or reasons other than isolation due to COVID.
 9. The parties recognize that Simultaneous Teaching presents additional challenges. The District has and will continue to provide technology and training to facilitate the process. Although MyPCS On-line is delivered virtually on a daily bell schedule with the same or similar curriculum as in-person instruction and interaction with students, the teacher has the ability to incorporate asynchronous learning strategies the same as they would do in a classroom setting. The length of the live direct instruction will be at the discretion of the teacher.
 10. Teachers who have Simultaneous Teaching assignments will be provided additional uninterrupted planning time during non-student time. Elementary classroom teachers, as defined by Section 1012.01(2)(a), F.S., who teach a simultaneous teaching assignment in second semester will receive a \$250 supplement.
 11. It is expected that teachers will have their cameras on for all direct instruction while teaching virtually, whether purely virtual or in simultaneous teaching. As is the case in a brick-and-mortar classroom setting, students will be instructed not to record the instruction.
 12. The computer camera used for live direct instruction through MyPCS Online instruction is the only camera permitted in the classroom.
 13. Video recordings of teachers will not be used as part of any disciplinary action. Students, and parents of students, participating virtually will be informed that recordings of the teacher/classroom are not permitted, and this includes teacher/parent conferences.
 14. 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.
 15. Employees who will utilize canvas and have not already done so, must complete a three-hour professional development course in Canvas. 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. Employees may contact the Canvas help center to ask for live help on the phone or through the online portal anytime day or night for assistance or troubleshooting.

Social Distancing

16. In addition to the two-foot teacher wall and an additional six-feet between the wall and student desks (8 feet barrier for teachers), students will be spaced at safe distances in the classroom. The target is 3 to 6 feet apart measured from the center of the student's seat to the center of the next student's seat. The remedy for any teacher who feels the target is not being met, is to notify the faculty representative who will notify the principal and area superintendent. Upon notification, the area superintendent and the principal will remedy the problem through one of the following options:
 - A) rearrange the classroom to remove excess furniture and/or structures in the classroom to create student seating arrangement that meet the social distancing targets; or
 - B) move the class to a larger classroom; or
 - C) move student/s to another class.

Class Size Limitations

17. Face-to-face Instruction - Core Classes. The number of students in a core class taught in a brick and mortar classroom is subject to the class size limitations defined in Section 1003.03 F.S. and applicable regulations. The social distancing expectations set forth in paragraph 16 must be observed. Additionally, the number of students will be limited as follows:
 - grades K-3—21 students
 - grades 4-8—26 students
 - grades 9-12 --30 students (includes middle school courses for high school credit)
 - The above caps may be exceeded only if a school needs to move students from a classroom with smaller square footage due to the social distancing requirements in paragraph 16. If this occurs, the above numbers can be exceeded by up to 3 students.
18. Simultaneous - Core Classes. The parties acknowledge that, to date, the number of students assigned to core classes taught through Simultaneous Teaching has been based on the class size limitations agreed to in the earlier MOU which were:

- grades K-3-- 28 students
- grades 4-8-- 32 students
- grades 9-12--35 students (including middle school courses for high school credit)

As of the effective date of this MOU, no additional students will be assigned to classes which exceed the limitations for face-to-face classes set forth in paragraph 17. Schools will work to reduce class sizes which currently exceed the face-to-face limits in paragraph 17 as schedule changes are made. The target number of students for all core classes delivered through Simultaneous Teaching is set forth below and schools will try their best to meet the targets by April 1, 2021:

- grades K-3-- 21 students
- grades 4-8-- 26 students
- grades 9-12--30 students (including middle school courses for high school credit)
- The above caps may be exceeded only if a school needs to move students from a classroom with smaller square footage due to the social distancing requirements in paragraph 16. If this occurs, the above numbers can be exceeded by up to 3 students.

19. MyPCS Online - Core Classes. The number of students in a core class taught through MyPCS Online will not exceed the following targets without teacher consent:

- grades K-3-- 28 students
- grades 4-8-- 32 students
- grades 9-12--35 students (including middle school courses for high school credit)

20. Face-to-face Instruction – Non-Core Classes. The number of students in a non-core class taught in a face-to-face classroom (with the exception of band, chorus and theater) will not exceed 40. The social distancing expectations set forth in paragraph 16 must be observed.

21. Simultaneous – Non-Core Classes. The number of students in a non-core class delivered through Simultaneous Teaching (with the exception of band, chorus and theater) will not exceed 45 without teacher consent. As of the effective date of this MOU, any such classes over 45 will not have additional students assigned. Schools will work to lower the classes to the limit as they make schedule changes and will try their best to do so by April 1, 2021.

22. MyPCS Online – Non-Core Classes. The number of students in a non-core class (with the exception of band, chorus and theater) taught through MyPCS Online will not exceed 50. This does not include asynchronous virtual classes, which by definition, are separate from the MyPCS Online learning option.

Spring Intervention Plan and Progress Monitoring

23. Expanded learning and supplemental interventions for students who have experienced a decline academically is integral to the assurances required in the Emergency Order. Identifying the struggling students, monitoring their progress, and remediating deficiencies are duties routinely performed by instructional employees. These expectations are not changed by the Emergency Order because instructional employees are already monitoring progress and implementing necessary interventions. The parties agree that instructional employees will not be required to complete additional reports or forms because of the requirements of the Emergency Order.

COVID-19 Leave Option and Modification to Sick Leave Bank

24. The District's procedures referenced in paragraph 1k, will include leaves on the same terms as the Families First Coronavirus Relief Act (FFCRA) which has since expired, 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 was 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.

25. In addition to the leave options available under Article 8 of the Collective Bargaining Agreement (CBA), the parties agree that any employee who meets the criteria for Categories 1 through 3 as defined in the earlier MOU, will be entitled to take a leave for the balance of the 2020-2021 school year. This additional leave option is unpaid, and the employee's position may not be held at their previous site but will be guaranteed a position within the district. If the employee is employed on an annual contract, the contract will automatically be renewed for the 2021-2022 school year.
26. 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.
27. Any leave taken for COVID-19 shall not be the basis of discipline or a negative evaluation.

Evaluations

28. Based on recommendations from the Appraisal Advisory Committee, the parties agreed to various changes to the evaluation process including the elimination of the deliberate practice plan, and the reduction in the number of formal observations and the number of elements that need to be rated. A summary of the changes can be found at <https://www.pcsb.org/cms/lib/FL01903687/Centricity/Domain/199/Eval%20Adjustments%20September%202020%20v4.pdf>. Additionally, the parties expressly acknowledge that there may be health and safety concerns with teachers circulating in the classroom or students working in groups when social distancing is not possible and agree that they will not receive a negative rating on this element. The evaluator may conduct the evaluation either virtual or in-person. Schools will do their best to limit the number participating in walkthroughs to three (3) people.

Duration and Assurance of Continued Communication

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

30. 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.

Paula Texel 3-3-21
Paula Texel Date
Associate Superintendent, HR

Nancy Velardi
Nancy Velardi Date
President, PCTA

Joanne McCall 3-3-21
Joanne McCall Date
Executive Director, PCTA