

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT (“District”)
AND THE
HERNANDO CLASSROOM TEACHERS’ ASSOCIATION (“HCTA” or “Union”)**

The Hernando County School District and Hernando Classroom Teachers’ Association recognize that our students are entitled to the best possible education and educational environment, even in unprecedented times of emergency. The District and the Union express mutual appreciation for flexibility, understanding and patience during this public health emergency.

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Hernando Public Schools for the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of Hernando’s children, families, employees and the community. The parties mutually agree on best practices and safety procedures for reopening schools as follows:

Training & Preparation

For the 2020-21 school year, the Pre-school period will be 10 days. Administrators will provide opportunities for training and time for teachers to prepare classrooms, lesson planning and modifying class procedures per expectations outlined in the HCSD’s Return to School Plan.

In addition to providing training and support for the implementation of distance learning, the District will provide training for employees on proper safety protocols, how to use personal protective equipment (PPE) and supplies safely and properly. Bargaining unit members may request further assistance in proper safety protocols and ways to handle other situations unique to COVID-19.

Meetings of large groups (over 50) and District-provided professional development will be conducted virtually (online or via Teams) whenever possible. When a meeting is conducted in person, social distancing will be promoted and group size will be limited to the extent possible.

Safe & Sanitary Work Environment

Every reasonable effort shall be made to ensure safety protocols are implemented in accordance with guidance from the Center for Disease Control and Prevention (“CDC”), Florida Department of Health (“DOH”), and applicable privacy laws and regulations.

BEHAVIORS & ROUTINES: The District shall limit nonessential school site and classroom visitors. Whenever possible, parent and student conferences will be conducted virtually. Any visitors must comply with all safety protocols established by this MOU, the Return to School Plan and School Board Policy.

Seating will be separated to the extent feasible to provide for social distancing. Teachers will be paid for covering classes during planning periods according to 5.13C in the HCTA CBA.

Expectations regarding district-wide hygiene practices, social distancing, and other safety protocols will be reinforced by teachers in classroom settings and teachers will embed in daily routines. Daily schedules must include time for every student and employee to implement adequate hygiene practices and social distancing.

CLEANING: The District will implement guidelines and a schedule for routine cleaning, disinfection, and proper sanitization of facilities and equipment.

The District will ensure that each worksite has adequate cleaning supplies, including alcohol wipes for devices and hand sanitizer as supply chain allows. Teachers will limit the use of shared equipment or materials by students in the classroom. As each site administrator is required by the district's reopening plan to establish protocols for cleaning of instruments, the district shall ensure appropriate cleaning supplies will be stocked in classrooms where equipment must be wiped down between classes (computers, PE equipment, etc.) and where clean-up of bodily fluids from surfaces may be necessary, such as an ESE or Pre-k classroom (saliva, mucus). Instructional staff are not required to deep clean or sanitize classrooms.

PERSONAL PROTECTION EQUIPMENT: The District will ensure that bargaining unit employees whose job description requires close contact with students (e.g., employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, face coverings, gloves. If additional supplies are needed teacher can discuss with administration.

Staff, students and visitors are required to follow School Board policy 8450.01 regarding face coverings. To encourage use of face coverings, the District will provide 5 reusable masks for each employee to wear while in the workplace as per School Board policy 8450.01. Employees may use face coverings of their own and shall not be discouraged from wearing face coverings or PPE at any time. Appropriate use of face coverings shall be to cover both the mouth and nose for students and staff. In addition the District will provide 2 reusable masks for each student.

A supply of disposable masks will also be made available to staff for students who have forgotten to wear a mask to school. Employees with medical concerns for wearing face coverings must follow the normal ADA process if requesting an accommodation for not wearing a face covering. Staff member is required to wear a face covering until a response is received from the Human Resources Department regarding the ADA accommodation request.

Teacher Workload Management

In the Digital Home Learning format, students will remain attached to the current school for receiving instruction. In accordance with the district's plan for reopening schools, teachers assigned to these students will maintain a regular schedule that mirrors the pace and rigor of the traditional brick and mortar environment.

No teacher will be required to attend training or perform duties (including office hours for Digital Home Learning) beyond their contractual 7.75 hours, except in the case of legitimate emergency.

In anticipation of increased demand to adjust plans for ESE students, it is agreed that ESE Co-teachers will NOT be pulled from their classroom assignment to cover: front office coverage, or other non-classroom activities during times they are scheduled to provide services to students. In addition every effort will be made not to pull ESE Co Teachers to cover other classes, or cafeteria/lunch duty during times they are scheduled to provide service to students. Teachers will not be responsible for locating their own subs if required to self-isolate or quarantine. Teachers will not be asked to report to work if a sub cannot be found.

Teachers' rooms may be used for student lunches, but teachers will not be required to supervise students during their contractually provided duty-free lunch break. Principals will determine schedules and assignments for their campuses that do not infringe on contractually protected times. In the event a need arises to alter contractually protected times, the district will consult with HCTA regarding any impact to contractually protected times.

Teacher Authority & Protection

No HCTA bargaining unit employee will be required to sign a waiver to work or participate in activities related to their jobs.

The District shall provide and communicate a clear and consistent protocol for responding to students who refuse to adhere to hygiene practices, social distancing, and/or required safety measures (i.e., appropriate usage of face coverings). Teachers shall not be disciplined for

- Reasonable enforcement of safety protocols
- The actions of students or parents who fail to adhere to safety protocols
- COVID19 cases traced to their classroom

CLASSROOM RECORDING: While the district's plan for reopening schools suggests that live lessons be recorded for students who may be absent during the live lesson time frame, recording of live lessons shall be at the teacher's discretion. In no instance will unauthorized video recordings of teachers be made. For teachers providing distance learning, observations for the purpose of evaluating the teacher will be conducted in the teacher's classroom.

All students (and parents of students) who are assigned into a digital home learning class, or who are attending a "hybrid" class in the brick and mortar setting, will be required to sign an acknowledgement form protecting FERPA privacy rights and outlining a consequence for violating the district Code of Civility. Violations of the Code of Civility by students or parents may result in loss of placement in digital home learning. In addition, parents of students participating from home will be required to sign acknowledgement of their responsibility to provide appropriate adult supervision for their child(ren).

If disciplinary action against a teacher is being considered based on live-streamed or unauthorized recorded evidence, recommended action will be based on totality of the evidence, rather than the unauthorized video recording(s) in isolation.

Students who record a teacher without their knowledge or permission (unauthorized video recording) shall be subject to discipline according to the District's disciplinary plan.

TEACHER AUTONOMY: Teachers will have the autonomy to determine if an assignment is required for a grade and how it will be provided in the school-based distance learning option. It will be understood that students who miss instruction and other learning activities in this option will be considered the same as the traditional school setting.

Any lesson plans provided by the District shall be considered a recommendation. Teachers may customize the content to meet the needs of students in their classes and in response to technological challenges.

DISCIPLINARY IMPACTS: Employees shall not be disciplined or evaluated negatively for students' lack of access, participation, or attendance in school-based distance learning if the teacher has followed district guidance for contacting the parent and has referred the student for follow-up by the appropriate staff designated in the plan.

Employees shall not be disciplined or held responsible for lack of functionality of technology or interruptions or insufficiency of bandwidth to facilitate distance learning, or improper use of technology by parents or students.

COVID Response

In the event of future outbreaks of COVID-19 that force schools to close during the school year, Hernando County School District will implement a Distance Learning Plan for instruction utilizing the Microsoft Teams platform. Distance Learning occurs only when all students are physically prohibited to be on a school campus for an extended period of time. The Distance Learning Plan excludes those enrolled in Hernando e-School. Teachers will have the option of working remotely from home but will be required to report to worksite classroom on a scheduled basis but generally not more than once per week.

Instructional staff may work remotely or may be offered an alternate work location during an emergency closure of their worksite.

In the event a teacher is identified, through the District's contact tracing, to have been exposed to an employee or student at their worksite who has tested positive for COVID-19 and are told to quarantine as required by DOH, that teacher will be required to continue instruction in a digital environment from home. For brick and mortar classrooms, the District will provide a sub for the classroom for student supervision and the teacher will be required to provide lesson plans for the substitute. The teacher can request to instruct in a digital environment from a district isolation room if one is available. During this time, the teacher will not be charged their own personal leave time nor Emergency Leave under the FFCRA. In the event the teacher tests positive, becomes symptomatic and is unable to perform their instructional duties, they will be required to request leave

as outlined under the Leave Provisions section of this MOU. If the teacher does not want to instruct during quarantine, they will be required to request Emergency Leave under the FFCRA if applicable or personal sick leave.

For teachers instructing in a digital environment, an administrator may request access to the teacher's TEAMS classroom, if this occurs, the teacher will invite and grant access to that administrator.

The District will follow DOE guidelines for waivers for making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday necessitated by emergency closures will be negotiated with the Union.

Transfers, Reassignments & Reductions

It is understood that reopening schools in a way that best meets students' needs by providing parents flexibility in choosing either brick-and-mortar or virtual options may result in necessary adjustments to allocations through the earliest part of the school year. To ensure qualified staff are placed where they may be needed most, the parties agree to adhere to contract language regarding transfer or reassignment where a specific agreement has not been otherwise reached.

Administration may work with high-risk employees to reasonably adjust daily responsibilities within the job assignment to minimize risk of contact or to provide appropriate and reasonable accommodations if requested through the normal ADA Accommodations Request process.

Leave Provisions

Symptomatic and/or COVID19-positive employees will be required to stay home per CDC and DOH guidelines. Employees experiencing any combination of symptoms (or with a fever above 100 degrees) or those directed to quarantine by a medical professional will alert administration.

When remote work is not a viable option, paid and unpaid leave options are available, including use of accrued sick leave, FMLA, and/or medical leave (unpaid). Human Resources will advise staff of applicable leaves.

If instructional staff are required to take leave, it is expressly understood that the employee on leave cannot be required to complete work-related tasks while on leave.

LEAVE OPTIONS

1. **Emergency Paid Sick Leave** (Families First Coronavirus Relief Act - FFCRA) - employees required to quarantine or experiencing symptoms of COVID19 and seeking a medical diagnosis may be eligible for up to two (2) weeks (10 days) of paid sick leave based upon regular weekly hours and hourly rate of pay not to exceed the maximum allowed by the FFCRA.

- i. Any leave extending beyond the FFCRA's emergency paid sick leave may be covered by the employee's accrued sick leave.
2. Family Medical Leave Act (FMLA) - up to twelve (12) weeks leave with required documentation; Board continues contributing to health insurance when in an unpaid status.
3. Extended Personal Leave (HCTA CBA – 11.20) - up to one year leave; employee may choose to maintain health insurance during unpaid extended leave, but must pay both the employee's and the Board's monthly contributions.

The parties agree that no employee should be discouraged from utilizing leave time for legitimate health concerns during a community health crisis. Use of accumulated leave time or available leave options for any COVID-19 related situation shall not be grounds for discipline, lower evaluation ratings, or diminished professional references as long as medical documentation supporting the need for leave is provided. All other leaves shall be available in accordance with contract and as provided under law.

Evaluations

2019-2020 EVALUATION IMPACTS: Without finalized evaluations in 2019-2020 for instructional staff, pay for performance is suspended for 2020-21 as per DOE guidance.

A teacher seeking certification or renewal of certification will not be adversely impacted by the waiver of evaluations for 2019-2020. If a teacher wishes to apply for an extension of a temporary certificate, the most recent, completed evaluation will be used.

CONSIDERATION OF 2020-2021 EVALUATIONS: The district's evaluation committee will meet to review classroom observation protocols and recommend temporary adjustments to evaluation processes or criteria. Administrators will be trained on--and teachers will be informed of—any alterations to the process, criteria or instrument prior to the first evaluative classroom observation being conducted.

Both brick-and-mortar and digital classroom assignments will be observed by administrators following the normal walkthrough/observation process in the physical setting.

Additional Considerations

In the event extracurricular activities are canceled after the activity has started, the supplement will be canceled and the employee will receive the pro-rated portion of supplemental pay based on the amount of time the supplement was in effect. For athletic supplements, interscholastic contests/games/meets are required to justify payment of supplement per the HCTA CBA. If athletic event is canceled after competitions have started, employee will be paid the pro-rated portion of the supplemental pay based on number of games scheduled vs number of games played. However, if athletic event is canceled before competitions have started, but after the official start date as determined by the district, employee will be paid 10% of the supplemental pay. If the season never starts, as determined by the district, no supplemental pay will be earned or paid.

This MOU shall be in effect until June 30, 2021 or until schools are no longer required to adhere to rules related to COVID-19 or Public Health Emergency. Except as relates to the Families First Coronavirus Relief Act – FFCRA, as the act expires on 12-31-2020. Should the Act be extended both parties agree this MOU does not need to be amended to recognize the extension. Both parties recognize that the guidance upon which the Reopening Plan has been drafted is subject to change and agree to revisit or modify the MOU, if needed, based upon updates or changes to guidance from the Florida Department of Education, Centers for Disease Control, or state or local government mandates.

Dated this 24th of August 2020

Lisa Becker

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

Lisa Massera

For the Union