

**MEMORANDUM OF UNDERSTANDING  
BETWEEN HILLSBOROUGH COUNTY PUBLIC SCHOOLS  
AND THE HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding is made on this 31st day of August 2020, by and between the **Hillsborough County Public Schools** (“HCPS” or the “District”) and the **Hillsborough Classroom Teachers Association** (“HCTA” or the “Union”) representing the **Instructional Bargaining Unit (Instructional) and Education Support Professionals Bargaining Unit (ESP)**, hereinafter collectively referred to as “the parties.”

**Purpose**

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreements regarding the reopening of Hillsborough County Public Schools for the 2020-2021 school year in a manner that prioritizes the safety and well-being of District students, families, employees and the community. The parties also agree that our intent is to provide rigorous instruction through multiple platforms so that we can be flexible and responsive to the changing needs of our community in light of COVID-19.

**WHEREAS**, the global Coronavirus pandemic (“COVID-19” or “pandemic”) has forced changes in the manner that teachers deliver and students receive their education.

**WHEREAS**, the parties recognize that even where delivery methods must change as a reality of COVID-19, the expectation to provide students with equal access to a high-quality education remains firm. The parties are committed to ensuring that exceptional learning and support for our students continues amidst the pandemic whether students participate in virtual learning, site-based eLearning or attend a brick and mortar school.

**WHEREAS**, a plan to reopen schools safely demands transparency, comprehensive communication, and meaningful partnership with stakeholders including local health authorities, parents, students, employees, and other community partners.

**WHEREAS**, the health, safety and wellbeing of our students and employees is of paramount importance.

**WHEREAS**, our decision making must be driven by science and guided by the CDC, state and local health recommendations, and the local COVID-19 Conditions.

**NOW, THEREFORE**, the parties mutually agree on best practices and safety procedures for the reopening of HCPS schools as follows:

*The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.*

### **Health and Safety**

1. The District will implement the procedures contained herein in accordance with the Center for Disease Control and Prevention (“CDC”) guidelines, to the best of its ability, and applicable privacy laws and regulations.
2. If the District conducts health checks, such as temperature screening and symptom checking, it will provide adequate staffing and resources to ensure that health checks are conducted safely and in accordance with CDC guidelines. Nursing staff will conduct or supervise health checks. The District will also encourage parents and employees to conduct at home health checks before coming to school.
3. The District shall limit nonessential school site and classroom visitors. Any visitors who are deemed essential must comply with all safety protocols established by the District.
4. In accordance with established practice and collective bargaining agreements (“CBA”), HCTA representatives have the right to visit schools to carry out professional functions on school grounds.
5. The District will update emergency plans and contact lists as well as establish procedures for students and staff who come to school with COVID-19 symptoms or who have tested positive for COVID-19, including but not limited to the following:
  - a. Implementing procedures and training, in conjunction with District health staff and/or community-based medical practitioners, to address and identify students who appear symptomatic.
  - b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall have clinic capabilities with

triage conducted by nursing staff and have a designated space that can be used to isolate a symptomatic and/or COVID-19 positive individual.

c. Ensuring symptomatic, as confirmed by nursing staff, and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.

d. Following CDC guidelines on how to disinfect the workspace if someone is COVID-19 positive and preparing for targeted closures (including room, wing or building closures) where necessary.

e. Closing out areas used by the person who is COVID-19 positive until such time as appropriate cleaning and disinfection are completed.

f. Identifying and conducting contact tracing in accordance with CDC guidelines.

g. Hiring a COVID-19 Commander to handle steps that must be taken if there is a confirmed COVID-19 case at a school(s) in accordance with District procedures. Said procedures will be developed in accordance with CDC guidelines and in collaboration with the union and local health officials.

6. The union will receive a weekly list of sites impacted by COVID cases. The list should include the site name and the number of impacted employees and/or students and the steps taken to address the issue.

7. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. As recommended by the CDC:

a. If an employee or student has had COVID-19 symptoms they may not return to school until they have had 24 hours with no fever (without prophylactic treatment), their COVID-19 related symptoms have improved, and at least ten (10) days have passed since symptoms first appeared.

b. If an employee or student has tested positive for COVID-19, they may not return to school for at least fourteen (14) days from the onset of symptoms.

c. If any employee or student has had close contact with someone with COVID-19 and/or COVID-19 symptoms they may not return to school for ten (10) days after said contact.

However, if the employee is able, they may continue to work virtually utilizing Canvas and additional innovative District strategies.

8. Staff Leave associated with COVID-19 exposure:

- a. Staff have access to leave under the Families First Coronavirus Response Act (FFCRA).
- b. For the period covered by this agreement, staff who have exhausted FFCRA leave but have been certified by their treating physician to have continuing COVID-19 related symptoms will be provided up to five (5) additional days of sick leave as necessary.
- c. For the period covered by this agreement, staff who have a need for extended leave due to COVID infections will have access to the sick leave bank if eligible under the Teacher and ESP contracts. Employees will have an option to join the sick leave bank in early September 2020.

9. The District will ensure equipment and supplies are provided to support proper hygiene behaviors, use of Personal Protective Equipment (“PPE”), and sanitation. There must be sufficient supply and distribution of face coverings, disinfectant wipes, hand sanitizer with at least 60% alcohol, soap, paper towels, physical barriers in high traffic areas, handwashing and sanitizing stations, and no-touch trash receptacles. Bargaining unit employees and schools will have access to said supplies and equipment as needed and as recommended by the CDC. Bargaining unit employees are not required to deep clean or sanitize classrooms, however, these supplies will be available for their use. Teachers and students must work together with custodial staff to promote a clean and healthy environment for everyone within each building and classroom.

10. The District will provide and maintain a supply of hand sanitizer at the entrance of schools and in high traffic areas so students and employees can clean their hands upon entering and upon exiting.

11. The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g., employees who work with younger students, students

with disabilities and students with physical conditions and student services personnel) are provided with supplies and safety equipment commensurate with their exposure level.

12. Pursuant to CDC guidelines and as ordered by HCPS Superintendent Addison Davis, “[f]ace coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.” The District shall establish a clear and clearly communicated directive for who will need to wear face coverings and when face coverings will need to be worn. Employees whose job descriptions do not require increased interaction with students will be supported to remain 6 feet apart from any students who are not wearing face coverings.

13. The District will implement guidelines and a schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment including, but not limited to, daily disinfection of all schools, and consistent disinfection of high use surfaces, areas, and equipment (e.g., bathrooms, water fountains, playground equipment, door handles, sink handles, physical education equipment, and art supplies) and deep cleaning as needed.

14. The use of shared objects and equipment should be limited.

15. The District will establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, increased monitoring, and limited and/or staggered transitions.

16. Class sizes may be reduced to the extent possible to maintain social distancing. Classrooms and workspaces should be reconfigured by the teacher to best effectuate distance between desk and work areas. Otherwise the District will comply with the legal class size requirements.

17. Classroom spaces in school buildings will be used in a strategic manner to best effectuate appropriate safety protocols and optimal education/service delivery.

18. The district will use best efforts to respect teacher planning time and duty-free lunch pursuant to the CBA. Schedule alterations should be handled in accordance with the CBA.

19. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and promoted in daily routines. Daily schedules must include time for every student and employee to implement adequate hygiene practices and social distancing.

20. The District will implement a plan to support the wellbeing and mental health of students and employees. The Union has requested and the District will work to provide COVID-19 testing for employees.

### **Personnel**

21. In order to best prepare for the logistics of the safe reopening of schools, the District will conduct and finalize surveys to gather input and data regarding number of students and bargaining unit employees expected to participate in brick and mortar schools, site-based eLearning or Hillsborough Virtual K-12.

22. Employees who are at increased or high-risk for serious complications from COVID-19 or are caring for increased or high-risk household members may request a remote learning assignment (eLearning or HVS). The district will make its best efforts to accommodate employee requests.

a. Support Staff: ESPs may be assigned to support distance learning or remotely support local campus needs that reasonably fit their regularly assigned duties.

b. Student Services Personnel and School Counselors may be assigned to support students and families to provide remote services.

c. Employees who have a requested an eLearning accommodation and have a verified health condition, who are working onsite because their eLearning request could not be met, should be assigned duties that minimize exposure as practical as possible.

23. Bargaining unit employees will be notified of their work location, whether in the building or remote, with ample time to plan and carry out their responsibilities.

24. In the event an employee who is also a parent needs to make changes to their parental intent form regarding their children based on the assignment they accept, the District will allow such changes.

25. Employees in the Instructional or ESP bargaining units retain all contractual and legal rights to leave in addition to those provided by the Families First Coronavirus Response Act (FFCRA) and this agreement. The parties agree to waive any timelines for the submission of leave paperwork based on the fact that employees may not know their assignment in the normal contractual parameters.

26. If any change to the calendar is required, the District will collaborate with the union. If any change to the workday is requested, the District will negotiate with the Union.

27. To promote social distancing while ensuring student safety, in case a teacher is absent and a substitute cannot be secured, a teacher who covers an absent teacher's class will earn \$20 each period. Student dispersal should be a last resort and preference classes with greater than average space or lower than average student enrollment and/or teachers who volunteer; if students are dispersed, receiving teachers will earn an additional \$20 per day.

### **Training and Professional Development**

28. The District will provide training for bargaining unit employees on proper safety protocols; use of safety equipment and supplies; how to de-escalate situations in which students refuse to follow protocols; and how to handle other situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

29. The District shall provide training, guidance, and instructional materials on how to select and use appropriate video and other technology platforms and on best practices for remote work and for the delivery of instruction and student support services via distance learning. Training will take place virtually prior to the implementation or modification of distance learning or any remote work.

30. The parties will work together to structure adequate planning days and training time required by this MOU and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. Subjects and materials that are not time sensitive will be completed at a later date as determined by the parties. The District will provide digital training where feasible.

31. The District will provide professional development online to assist staff in the completion of requirements for recertification.

32. Any and all faculty meetings will be held in accordance with the parties' CBA and the District will use best efforts to conduct faculty meetings virtually (or with a virtual option).

### **eLearning and Hillsborough Virtual School**

33. The District will ensure bargaining unit employees who are conducting site-based eLearning have access to computers, digital materials, and cloud or other storage to conduct their work.

34. The District will provide employees with approved learning platforms to conduct distance learning.

35. The District will provide employees with technical support for their distance learning needs including, but not limited to, access to information technology professionals.

36. The District will develop a plan to obtain employee feedback and concerns regarding digital platforms including, but not limited to, feedback on ease of use, security, and student interaction and participation.



37. The District will provide bargaining unit employees with the option of conducting eLearning from a classroom provided the site has a classroom available. For the duration of a full eLearning teaching schedule, the employee may work 100% remotely.

38. The District will provide parents with District-wide communications and guidelines regarding eLearning including, but not limited to cyber safety, online ethics, cyber bullying, privacy, participation and attendance, and technical support.

39. Students are permitted to participate in live video/audio lessons in accordance with the District's Code of Student Conduct and Acceptable Use Policy.

40. During instructional time, including during eLearning, there shall be a certified teacher in the classroom. eLearning teachers are expected to conduct live lessons.

41. Any lesson plans or templates provided by the District shall be considered a recommendation. Educators may augment the content to meet the needs of students in their classes and in response to technological challenges.

42. The parties agree to negotiate by separate agreement issues related to video content and simultaneous instruction.

43. Students that record a bargaining unit employee without their knowledge or permission may be subject to discipline according to the District's disciplinary plan and/or legal action.

44. Employees shall not be disciplined or held responsible for accidental damage to District equipment; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate distance learning; privacy issues; infrequent interruptions at home; or improper use of technology by parents or students.

### **Expedited Resolution Procedure**

45. Because violations of this agreement impact critical health and safety issues, the parties agree that health and safety complaints will be resolved as soon as possible. The parties agree to continue meeting weekly or more frequently to address issues arising out of this agreement and that violations will be treated with appropriate urgency for immediate resolution or, if necessary, expedited grievance.

### **Term and Conditions**

46. This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the parties' Collective Bargaining Agreements remain in full effect and in the event of a conflict between this Memorandum of Understanding and the parties' Collective Bargaining Agreements, the Collective Bargaining Agreements shall prevail unless mutually agreed by the parties in writing.

47. The parties understand and acknowledge that additional COVID agreements may be necessary as we learn additional information and transition through this unprecedented time.


48. This Agreement may not be amended except by a written agreement signed by the parties.


### **Duration**

This Memorandum shall commence effective from the date all parties have signed and shall remain in place until December 31, 2020. The agreement can be extended by mutual agreement of the parties in writing.

**Executed on this 31st day, August, 2020.**

  
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Rob Kriete, President, Hillsborough CTA

  
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Addison Davis, Superintendent, HCPS

  
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Stephanie Baxter-Jenkins,  
Executive Director, Hillsborough CTA