

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

This Memorandum of Understanding is made on this 29th day of January 2021 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

WHEREAS, the District and HCTA entered into a Memorandum of Understanding (“MOU”) dated August 31, 2020 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 given the global Coronavirus pandemic (“COVID-19” or “pandemic”); and

WHEREAS, COVID-19 forced changes in the manner that teachers deliver and students receive their education; and

WHEREAS, the August 31, 2020 MOU expired on December 31, 2020; and

WHEREAS, the health, safety and wellbeing of our students and employees remains of paramount importance; and

WHEREAS, the parties wish to amend the August 30, 2020 MOU as outlined below concerning the continuation of school functions at the District;

NOW, THEREFORE, the parties mutually agree on best practices and safety procedures for the continuation of school functions 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. The District will continue to encourage parents and employees to conduct at home health checks before coming to school. Faculty and staff temperature checks will be in effect until February 22, 2021.

3. The District shall limit nonessential school site and classroom visitors. 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 continue to utilize its updated 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. Procedures and training, in conjunction with District health staff and/or community-based medical practitioners, to address and identify students who appear symptomatic.
 - b. Procedures to separate symptomatic and 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 or COVID-19 positive individual.
 - c. Continue to ensure symptomatic, as confirmed by nursing staff, or COVID-19 positive individuals are sent home as soon as possible and develop a parent or guardian communication and pick-up plan.
 - d. Follow CDC guidelines on how to disinfect the workspace when someone is COVID-19 positive and prepare for targeted closures (including room, wing or building closures) where necessary.
 - e. Close out areas used by the person who is COVID-19 positive until such time as appropriate cleaning and disinfection are complete.
 - f. Identify and conduct contact tracing in accordance with CDC guidelines.
 - g. Continue to utilize a COVID-19 Commander to handle steps that must be taken if there is a confirmed COVID-19 case at a district-managed facility in accordance with District procedures.

6. The District will continue to update the District COVID Dashboard daily to reflect the number of positive cases at each site. The union president/executive director shall be added to the "COVID-19 lead" group for informational purposes.

7. Exposed, symptomatic, and COVID-19 positive employees and students will be required to stay home. As recommended by updated CDC guidelines:
 - a. If an employee or student has tested positive for COVID-19, they may not return to school for at least ten (10) days from the onset of symptoms.
 - b. If any employee or student has had close contact with someone with COVID-19 or COVID-19 symptoms, they may not return to school for ten (10) days after initial contact.
 - c. If the employee is able, they may continue to telework utilizing Canvas and additional innovative District strategies. The district will make every effort to provide telework options for all employees.

8. Staff Leave associated with COVID-19 exposure:
 - a. The District will comply with all Federal and State leave options currently enacted or that may be enacted in the future.
 - b. While not required at this time, the District agrees to continue to extend leave benefits that were available under the Family First Coronavirus Response Act (FFCRA) in the same manner they were available first semester. If any employee was charged leave in the time period between January 4 and the signing of this

agreement, if such leave would have been covered by this provision, it will be credited back to the employee. For the period covered by this agreement, staff who have been certified by their treating physician to be COVID positive and have continuing symptoms will be covered under the terms of the original FFCRA language if unable to telework.

- 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.
- d. The parties recognize that our school nursing staff are on the frontlines of identifying and caring for COVID-19 among students and staff. As a result, school nursing staff will likely encounter more risk of quarantine and isolation under HCPS COVID protocols. As such, the parties agree as follows:
 - 1) School nursing staff, including RNs, LPNs, CNAs and Health Assistants will not be charged leave when they are instructed to quarantine by HCPS COVID staff.
 - 2) Where appropriate, quarantined nursing staff may work from home provided they are not ill.
 - 3) If nursing staff become ill, they will have all rights under the original FFCRA language, union COVID MOUs and the current collective bargaining agreement.

9. The District will continue to 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 continue to 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 exiting.

11. The District will continue to ensure that bargaining unit employees whose job description requires increased interaction with students (e.g., employees who work with younger students, students with disabilities, 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 required by HCPS Superintendent Addison Davis, face coverings should be worn by staff and students and are most essential in times when physical

distancing is difficult. 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 continue utilizing its guidelines and 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 continue utilizing its established protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This includes, 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 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. Consideration should be given to requests for the use of learning centers, stations, and small group assignments based on classroom size and the ability to social distance. Observers and evaluators will give the highest consideration to teachers' efforts to maintain safety conditions and social distancing in their classrooms.

18. The parties acknowledge that adequate student supervision for health and safety purposes and teachers' independent planning for effective instruction remain top priorities. The district will use best efforts to respect teacher planning time and duty-free lunch pursuant to the CBA, and 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 continue to support the well-being and mental health of students and employees.

21. The District will continue its partnership with Tampa General Hospital providing COVID-19 testing for employees. The district will use its best efforts to leverage this and other partnerships to provide access to vaccines for employees.

Personnel

22. Bargaining unit employees will be notified of changes to their work location, whether in the building or remote, with ample time to carry out their responsibilities. Teachers required to transition between site and remote work shall be afforded at least one week's notice.

23. In the event an employee who is also a parent needs to make changes to their child(ren)'s assignment based on a change in employee assignment, the District will allow such changes.

24. Employees in the Instructional or ESP bargaining units retain all contractual and legal rights to leave in addition to all Federal or State leave options currently enacted or which may be enacted in the future.

25. 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.

26. To promote social distancing while ensuring student safety, in the case of a teacher absence without a substitute, a teacher who covers an absent teacher's class will earn \$20 for coverage. Student dispersal should be a last resort and preference given to 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 \$20 per day. An employee that covers a class and receives dispersed students in the same day is only eligible for one \$20 payment per day.

27. Any and all faculty meetings will be held in accordance with the CBA. The district will use its best efforts to hold large gatherings virtually or provide virtual options.

28. 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.

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

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

31. Employees who are tiered as at-risk (coded yellow, orange, or red) **and** are assigned a full eLearning schedule may work remotely.

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

33. The parties agree that simultaneous teaching is limited in its effectiveness and undesirable as an instructional model. Therefore, simultaneous teaching shall be limited to situations of absolute last resort according to student enrollment and class size limitations. Teachers may request that the Union and Regional Superintendent/Chief of Schools review the master schedule based on a good faith belief that simultaneous teaching is being over-utilized. Where simultaneous teaching must occur, a teacher shall be entitled to the following for second semester:

A. Secondary teachers will receive ½ Hour of compensatory time for each class period where simultaneous teaching is expected, up to a maximum of three (3) hours per week.

B. Elementary teachers will receive three (3) hours of compensatory time per week.

34. 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.

35. 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.

36. 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

37. 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

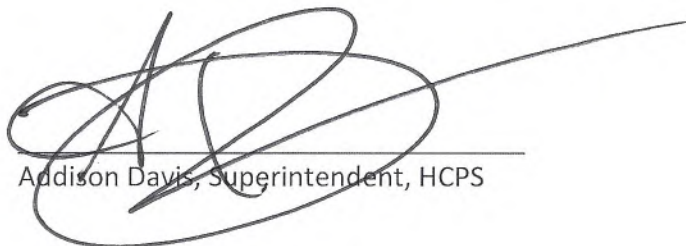
38. This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the parties' Collective Bargaining Agreements remain in full effect and in the event of a conflict between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

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

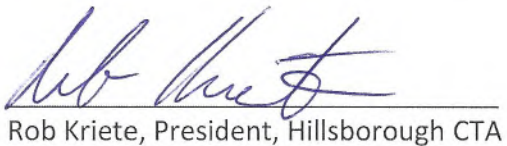
Duration

This Memorandum shall commence effective January 27th, does not provide retroactive actions except where specifically noted, and shall remain in place until June 1, 2021. The agreement can be extended by mutual agreement of the parties in writing.

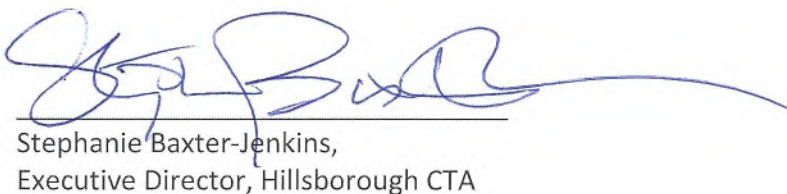
Executed on the date as signed below.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Addison Davis, Superintendent, HCPS

A handwritten signature in blue ink, appearing to read 'Rob Kriete', with a horizontal line underneath.

Rob Kriete, President, Hillsborough CTA

A handwritten signature in blue ink, appearing to read 'Stephanie Baxter-Jenkins', with a horizontal line underneath.

Stephanie Baxter-Jenkins,
Executive Director, Hillsborough CTA

