

MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN HILLSBOROUGH COUNTY PUBLIC SCHOOLS
AND THE HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

This MOU is made on this 23rd day of August 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.”

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 health, safety and wellbeing of our students and employees is of paramount importance, and our decision making must be consistent with CDC, state and local guidelines and the local COVID-19 Conditions.

NOW, THEREFORE, the Parties mutually agree on best practices and safety procedures for the operation 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”) guidance, 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,
3. The District shall limit nonessential school site and classroom visitors per established district procedures. 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. HCTA employees will comply with all district health and safety policies.

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. Ongoing procedures and training, in conjunction with District health staff and/or community-based medical practitioners, to address and identify students who appear symptomatic.

b. Ongoing 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. Continue to ensure 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 guidance and the Florida Department of Health.

g. Continuing to utilize 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.

6. The District will continue to update the District COVID Dashboard daily to reflect the number of positive cases at each site. A union representative will continue to be part "COVID-19 lead" group for informational purposes.

7. The Parties agree that all employees in all classifications listed in the Collective Bargaining Agreement ("CBA") between the Parties will be required to wear face coverings for a 30-day period commencing August 19, 2021 and ending September 17, 2021. The Parties further

agree that the above-mentioned 30-day period may be subject to extension upon School Board decision. The only exceptions to the face covering requirement will be made in cases in which an employee provides medical documentation from a licensed health care provider that the employee has a medical, physical, or psychological condition that prevents the employee from being able to safely wear a face covering. Employees who fail to comply with this directive are subject to disciplinary action.

8. Exposed, symptomatic, and/or COVID-19 positive employees and students will be required to stay home as recommended by the CDC. Employees will follow guidelines as provided and updated by the COVID Response Team.

9. Staff Leave associated with COVID-19 exposure:

a. The District will comply with all Federal or State leave options currently enacted or may be enacted in the future.

b. While not required at this time, the District agrees to provide up to seven (7) days of leave for COVID associated absences as described below. Employees may utilize this leave in the following circumstances:

- The employee tests positive for COVID and provides documentation to the employer.
- The employee is ordered to quarantine by the COVID Commander due to workplace exposure.

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.

10. 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.

11. 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 upon exiting.

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

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, 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 guidance 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. 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. 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 wellbeing 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.

22. 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.

23. 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.

24. 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.

25. 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.

Expedited Resolution Procedure

26. 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.

27. This Agreement sets forth the 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' CBA's remain in full effect. In the event of a conflict between this MOU and the Parties' respective CBA's, the CBA's shall prevail unless mutually agreed by the Parties in writing.

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

29. This MOU may not be amended except by a written agreement signed by the Parties.

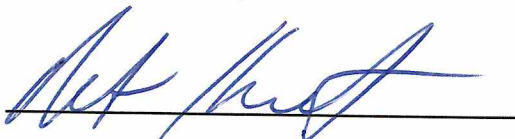
Duration

This Memorandum shall commence effective August 23, 2021 and shall remain in place until December 17, 2021. The agreement can be extended by mutual agreement of the parties in writing.

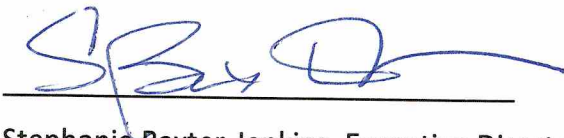
Executed on this 23rd day of August 2021.



Addison Davis, Superintendent of Schools



Rob Kriete, President, Hillsborough CTA



Stephanie Baxter-Jenkins, Executive Director, Hillsborough CTA