

August 3, 2020

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF LEON COUNTY,
FLORIDA AND THE LEON CLASSROOM TEACHERS
ASSOCIATION

This Memorandum of Understanding is made on this 27 day of August 2020, by and between the Leon County School Board of Florida (“LCS” or the “District”) and the Leon Classroom Teachers Association (LCTA) hereinafter collectively referred to as “the parties.”

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Leon County Schools for the 2020-2021 School Year

In a manner that prioritizes best pedagogical practices and the safety and wellbeing of Leon children, families, employees and the community.

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

WHEREAS, the parties recognize that while the manner in which we engage has changed, the expectation to provide students with equal access to a high-quality education has not. The parties are committed to ensuring that exceptional learning continues amidst the COVID-19 Pandemic.

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.

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for the reopening of LCS 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 encourage parents and employees to conduct at-home health checks before coming to school. Teachers will be expected to participate in health screenings of students which will include temperature checks one time per day. There will be no reprisals for teachers participating in the health screenings.

2. In accordance with, Article 3.02 of the LCTA CBA, During the regular workday, authorized representatives of LCTA may visit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with or disrupt normal site operations. No authorized representative shall use this privilege except to conduct LCTA business.

a. The District will update and inform LCTA in writing within 48 hours of any changes to their COVID -19 emergency plans. Implement procedures and training to address and identify individuals who appear symptomatic.

b. If there has been a confirmed COVID-19 case at a school, the District shall consult with the Department of Health and act accordingly. When there are multiple confirmed cases at a school site the District will also consult with the COVID Response team.”

3. Employees who are at increased and/or high risk for serious complications from COVID-19 or are caring for increased and/or high risk household members may continue to contact the Human Resource Department and each situation will be handled on a case by case basis.

4. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. Those teachers who are exposed at work and are advised to leave work by the DOH, waiting for testing results, will be allowed to remotely work from home in a paid status.

5. The LCD will provide training and directives on when and how an employee with COVID-19 symptoms or who has tested positive may return to work.

Employees will be informed on the COVID procedures and changes from their site administrator and this information will be located on the Board's website located <http://www.Leonschools.net/page/49637>.

6. Any leave associated with COVID-19 will be treated according to Board policies, new Federal laws regarding COVID Leave and the Collective Bargaining Agreement.

7. Any change to the calendar and/or workday will be handled in accordance with the Collective Bargaining Agreement.

8. Faculty meetings will be conducted in accordance with Article 7.05 of the CBA and may be held virtually. Teachers will be provided with the ability to participate remotely on campus. Any meeting greater than 2 people will have a remote option.

9. The District will ensure adequate staffing, equipment and supplies are provided to support hygiene behaviors, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, and/or masks, and hand sanitizer with at least 60% alcohol. Bargaining unit employees are not required to deep clean classrooms.

The District will provide and maintain an ample supply of hand sanitizer with isopropyl.

The District will ensure that bargaining unit employees whose job description requires increased interaction 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 job duties.

ESE Teachers, included but not limited to SLP, OT, PT, and Pre-K, must be provided with clear masks, clear shields and PPE, such as protective gowns. (ESE students with articulation services shall be provided with clear masks and clear shields).

10. The District shall establish a clear and clearly communicated policy for who will need to wear face coverings and when face coverings will need to be worn. Face coverings will be required except in the case of medical exemptions. Members of the bargaining unit may provide student mask breaks.

11. The District will implement guidelines and schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment. Deep cleaning will occur daily throughout each site. Each classroom will be provided a Hygiene Kit of cleaning and sanitation supplies for daily use.

12. The District will establish protocols to facilitate compliance with social distancing while traveling through the building, including during transitions between classes.

13. Classrooms and workspaces will be adjusted as much as possible to encourage social distancing.

14. All classroom spaces in school buildings will be used to accommodate in-person instruction, or itinerant staff use, that adheres to safety protocols.

15. In accordance with Article 7.01.A.3.a of the CBA, teachers will not be required to supervise lunch. Additionally, the District will provide adequate time and staffing for said members of the bargaining unit to take care of personal needs.

16. The District will continue to support the wellbeing and mental health of employees.

17. Bargaining unit employees shall not be disciplined or held responsible for reasonable enforcement of safety protocols; the actions of students or parents, such as those who refuse to follow instructions to practice safety protocols; any adverse consequences of face coverings.

18. In accordance with Article 7.08.D of the LCTA CBA, employees shall not be required to perform tasks that would endanger their health and safety.

19. Every reasonable effort will be made not to split or divide students between other classes.

20. Pre-Planning Days:

3 days- School Site Specific Training

3 days- District Training

4 days- Uninterrupted planning time for teachers.

The District will make every reasonable effort to make all professional development available online to assist staff in the completion of requirements for recertification.

Distance Learning

1. The District will ensure bargaining unit employees who are conducting instruction in the innovative learning method will have access to the internet adequate computers, printers (including printer ink) from their classrooms.
2. The District has chosen Canvas as the approved learning platform.
3. The District will provide employees with an internal technical support center for their technology needs.
4. 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, and will make necessary modifications to the use of digital platforms accordingly.
5. Bargaining unit employees who are conducting distance learning shall be guaranteed the opportunity to return to their same worksite and position.
6. There will be daily interaction between the student and the teacher. At the discretion of the bargaining unit employee, daily interaction may include, but is not limited to:
 - Whole group live instruction
 - Whole group pre-recorded instruction
 - Small group live instruction
 - Small group pre-recorded instruction
 - “Flipped” classroom model

It is mutually agreed upon that the work and assignments expected of students be developmentally appropriate, including time on task, particularly aligned with the needs of special populations. The recording of instruction may be used as a resource but shall not be required.

It is also mutually agreed that elementary students shall receive English and math daily with science and social studies taught regularly and integrated in the ELA and math work as possible.

Attendance will be taken daily in accordance with s.1003.23 F.S. Any lesson plans provided by the District shall be considered a recommendation. Educators may customize the content to meet the needs of students in their classes and response to technological challenges.

7. Video evidence from classroom cameras and virtual instruction will not be used for discipline of employees unless there is evidence of board policies violations. Employees will not be disciplined based on solely a video; rather the totality of the circumstances will be considered.
8. Employees shall not be disciplined for students' lack of access, participation, or "attendance."
9. Employees shall not be disciplined or held financially responsible for accidental damage to District equipment; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate distance learning.
10. The District will continue to provide liability insurance to teachers who are acting in the course and scope of their duties.

Workload

1. The District will make every reasonable effort to ensure that class size does not exceed the average class sizes set by the state of Florida.

Terms and Conditions:

1. The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by employee feedback; Department of Health updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein.

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.

