**MEMORANDUM OF Understanding**
**2020-2021**
**Teacher/Paraprofessional Reopening of Schools**

It is understood and agreed between the Manatee Education Association and the School Board of Manatee County that this Memorandum of Agreement establishes the working conditions under which teacher and the paraprofessional bargaining unit members who are working under the conditions established by the School Board of Manatee County on July 14, 2020 will return to work for the 2020-2021 work year. This MOU applies only to the unique situation arising from the conditions created by Covid-19 and does not extend past the times when the schools have been reopened under the current public health crisis.

In order to provide a continuity of instruction during the COVID crisis, or in the event of a teacher's or paraprofessionals prolonged absence due to mandatory quarantine or self-isolation, the parties agree to the following:

Teachers and paraprofessionals will work during the weeks of August 3-7 and August 10-14, 2020 for the purposes of training and preparation for the return of students on Monday, August 17, 2020. The activities for the week of August 3-7 will be as outlined in the MOU dated June 4, 2020 and detailed in the adopted calendar. During the week of August 10-14 teachers will have in-service for a maximum of two hours each morning and all remaining time will be teacher planning. The training can be done remotely or in small groups within the school to ensure safe distancing. All staff must report to their worksites during the fist two weeks without students.

The district agrees to follow the current CDC guidelines by minimizing contact among staff and not allowing groups of more than 10 staff members to convene for training or other reasons and will ensure that the appropriate distance of 6 feet can be maintained among participants as recommended by the CDC. Whenever possible virtual platforms will be used for training and meetings in order to minimize contact among staff members. In addition, the district will provide all employees with the necessary PPE as required by their current positions.

All Back to School Nights and Open Houses will be cancelled or held virtually.

Each school will have dismissal and transition plans designed for social distancing.

Employees who fall in the high- risk categories and/or those with family members living in the household who fall in the high-risk category will be provided with job responsibilities that allow them to work from home when positions are available and if needed be provided with paid emergency sick leave or Family and Medical Leave as required under the Families First Coronavirus Response Act, H.R. 6201. These individuals can make an appointment to meet with the appropriate personnel to pick up their devices and receive instruction to provide online instruction if needed.

Provisions will be made to allow employees who fall in the above high-risk categories to work remotely through the eLearning program when positions are available if requested by the employee. eLearning teachers will not be required to work from school but have the option to work remotely. eLearning teachers will meet remotely with their team or department weekly. In addition, teachers who opt for eLearning will return to the position from which they left once all students return to a regular brick and mortar schedule.

Teachers will not be expected to work more than one student schedule. The teacher's schedule will be 5 days in school, hybrid or full-time virtual instruction. Wednesday will be a planning/cleaning day for hybrid teachers. Teachers will be able to work remotely on the planning days in order to minimize contact for themselves and others. A teacher may volunteer to teach students on another student schedule and will be paid at their hourly rate of pay to do so. No teacher will be coerced or threatened in order to get him/her to

volunteer to teach more than one student schedule. Teachers will be available to assist their students and parents by appointment only during their normal work hours, Monday-Friday only excluding their duty-free lunch and in student day scheduled planning time. Teachers who opt to teach in the virtual program will have the use of a classroom for virtual delivery of classroom instruction. They will not be expected to provide instructional methods in their lessons unless the district provides the technology to do so. This includes but is not limited to video-taped direct instruction. Teachers who teach in the hybrid program will have the option of providing at home learning to students who are not in school through live-streaming, eLearning through Schoology or paper assignments unless the lesson involves the introduction of a new concept.

Electives will be limited for students who choose certain options in secondary schools due to the availability of sections for that student schedule.

Elementary special area teachers will only deliver instruction to students who are in brick and mortar school options. They will not be expected to provide instruction or tape lessons for students in the eLearning program or at home students in the hybrid program.

Art, music and P.E. lessons will be provided to the eLearning teachers by the Curriculum Department. These lessons will be imbedded in the lesson plan for students who participate in the eLearning option.

Guidance Counselors and other non-classroom teachers will be provided with PPE for their offices and the use of conference rooms to meet with students in order to social distance. In addition, no parent conferences will be held in person and instead will be held virtually. Whenever possible student conferences will also be held virtually.

Teachers will not be required to cover for absent teachers by adding students from the absent teacher's class. Teachers in secondary schools will only be asked to cover during planning if no other personnel are available to provide coverage.

Members of the instructional bargaining unit will not be required to use their personal electronic devices for their classroom duties. They can use their work phone extension outgoing message to refer parents to their email address or the extension of the administration in order to facilitate communication. The use of the communication capabilities within Schoology is encouraged.

Members of instructional bargaining unit will not be required to document their work using any form other than their lesson plans and other documents created within Schoology.

Members of the teacher and paraprofessional bargaining units will not be given duties that are outside their adopted job description or asked to assume the responsibilities of other employees.

Members of the paraprofessional bargaining unit will be given duties that are in line with the current job description and will not be required to assume the responsibilities of other employees including monitoring students who are quarantined or gathering health information from students. In addition, members of the paraprofessional bargaining unit will be provided the technology needed to perform the duties to which they are assigned. Paraprofessionals will be trained to assist teachers with online learning in order to facilitate the continuity of learning and allow paraprofessionals to work remotely if schools are closed. This work could include but not be limited to assisting students with individual lessons, helping with the login process, assisting parents, working with students who have questions and other requests within the para's job description made by an individual or small group of teachers.

Paras who are high risk will be given responsibilities that minimize exposure to students whenever possible.

Only teachers who volunteer for full time eLearning will be evaluated during the online instructional periods.

Any extension of the academic calendar will be staffed by teachers on a volunteer basis and paid at the employee's regular hourly rate. Should paras voluntarily work beyond a forty (40) hour week, they will be paid time and a half for those hours.

Members of the teacher and paraprofessional bargaining units will continue to be paid as per the Collective Bargaining Agreement.

All information in conflict with this MOU and/or the bargaining agreements between the Manatee Education Association and the School Board of Manatee County will be retracted.

All other language contained in the contracts between the Manatee Education Association and the School Board of Manatee County will remain in force unless changed through the negotiations and ratification process.

This MOU will be retired should normal school hours/schedules return, however, the Emergency Closure MOU will be available should schools close again.

For the Manatee Education Association:

Patricia Barber — 7/29/2020

Patricia Barber, President — Date

For the Manatee County School Board:

Cynthia Saunders — 7/29/2020

Cynthia Saunders, Superintendent — Date

In  an effort to clarify the language in the MOU signed on July 29, 2020, teachers who volunteer to teach more than one student schedule (hybrid, eLearning and/or 5 days brick and mortar) during their planning periods will be paid for one hour at their regular hourly rate.

If a teacher agrees to teach more than one schedule (hybrid, eLearning, and or 5 day brick and mortar), then for each added schedule, they will receive a $3000.00 supplement, not to exceed $6,000.00 it they are teaching all three schedules.

Co-Teaching schedule does not apply to receive the extra supplement.

No elementary specials teacher will be required to supply lesson plans to the ELEARNING teachers, nor will they be required to teach ELEARNING students.