

# **Memorandum of Understanding Between The School Board of Palm Beach County And The Palm Beach County Classroom Teachers Association**

## **Blended Learning During a Pandemic**

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association (the "CTA") as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to the Coronavirus (COVID-19) and its impact on members of the bargaining unit ("Teachers") as more specifically set forth herein.

### **1. General Expectations.**

- a. All teachers will be expected to report to work from the classroom when in-person instruction begins unless they have an approved virtual assignment or are on an approved leave of absence.
- b. All teachers will follow the District's Scope and Sequence as applicable.
- c. All teachers may be expected to meet with students every day in person and/or through Google Forms, Google Meet, Google Classroom or Flipgrid. Each day will begin with a Social and Emotional Learning Ritual or Attendance Ritual. Until Distance Learning is no longer an option for students, teachers may need to continue to teach/provide assignments through these digital platforms for all students. Based on enrollment, the needs of the school and to the extent possible, teachers will teach either in-person or virtually.
- d. Daily agendas will be posted at the beginning of each day/class period. The format of this agenda will mirror those posted on the board in a traditional classroom.
- e. For teachers assigned to a virtual position, at least thirty (30) minutes of the contractual day must be established for parents or students to meet virtually/communicate with the teacher. The teacher may require that these individual meetings be scheduled in advance. The Parties may establish expectations for "office hours" based upon the needs of the school/District. Teachers will not, however, be expected to perform these duties outside their contractual day.
- f. Students will have a minimum of twenty-four (24) hours to complete any assignments. The teachers are encouraged to communicate with other teachers within their school to ensure that students are not overloaded with assignments.
- g. Assessments will be given and delivered following the District's Scope and Sequence, as applicable.

- h. All grading will follow the current pupil progression plan ([https://www.palmbeachschools.org/students\\_parents/student\\_progression\\_plan](https://www.palmbeachschools.org/students_parents/student_progression_plan)).
- i. To the extent possible, teachers will continue to have a duty-free lunch period; however, for the health and safety of the students and staff teachers may be required to supervise students during their duty-free lunch while some measure of distance learning is in place. A list of volunteers will be created at each school. Volunteers will be asked to provide coverage on a rotating basis. If a sufficient number of volunteers are not available and supervision cannot be met otherwise, the Principal may assign teachers to provide this supervision. Teachers and administrators are required to maintain a separate log indicating the time accrued by losing a duty-free lunch for purposes of compensatory time. This time may be used for SY20-21 and SY21-22 during Professional Development days as indicated on the District School Calendar or during any other days/time when students are not in attendance. Faculty meetings may not be held on these converted Professional Development days.  
Teachers who are required to supervise a breakfast period in the morning may be eligible for up to fifteen (15) minutes of compensatory time for performing this task. Sh 4/1 5:00  
7/8/2
- j. Article V Section D.2. of the Collective Bargaining agreement allows for a long term of absence. The District agrees to temporarily expand this leave for **SY20-21 ONLY** to include personal difficulties specific to the employee and beyond the employee's control related to the COVID19 pandemic that necessitates the taking of a leave of absence. This leave is unpaid. Employees taking such Personal Leave **may not** work for pay for any other entities or persons during their regular duty hours while they are on such Personal Leave.
- k. All provisions of the Collective Bargaining agreement with respect to planning remains in full force and effect.
- l. In the event that the number of students in a classroom cannot meet social distancing guidelines as outlined by the CDC and the American Academy of Pediatrics, schools will utilize overflow rooms. Overflow rooms are only to be used as a last resort. Students in overflow areas will utilize technology to enable them to participate in the class. Administration, with input from the teachers, will send students, on a rotating schedule, to the overflow room when needed.
- m. It is highly recommended that teachers assist and facilitate in keeping their classrooms clean and clutter-free. To the extent possible, teachers will not be required to perform sanitizing duties during or between classes.
- n. To the extent possible, teachers will not be required to stand at their doorway between classes.
- o. As a reminder, PLC meetings are voluntary and should be teacher led.



- p. Teachers assigned to virtual classrooms outside their home school/department shall be returned to that school to an assignment within their area of certification when the virtual assignment is no longer available. To the extent possible, teachers shall be placed in the same assignment they held prior to moving to a virtual assignment.
- q. To the extent possible, each student will have a device/laptop for use in the classroom so that student work may be submitted electronically.
- r. Teachers will be expected to follow CDC guidelines with regard to social distancing to the extent possible within the confines of their job responsibilities.
- s. All SY 2020-2021 Professional Development Days on the District calendar will be converted to Teacher Duty Days. All SY 2021-2022 Professional Development Days on the District calendar will be converted to half Professional Development/ half Teacher Duty Days.
- t. Teachers who have their own children enrolled as students at their assigned school may be permitted to have their children in their classroom after the student day ends. Teachers must sign a waiver and comply with the terms therein for this option.

2. Student Attendance.

- a. The Parties recognize the importance of recording absences as well as the challenges of doing so in these unprecedented circumstances. Teachers will take attendance in Student Information System ("SIS") for all classes. Students who log in or arrive after attendance is taken will be marked as tardy.
- b. If a student is consistently failing to attend class or complete assignments, teachers will contact the students and/or the parents.
- c. If a teacher is unable to reach a parent or student after reasonable attempts have been made, the teacher will provide the Principal with a written notification of the student name; underlying issue; description of the means of contact; and the times and dates of all prior attempts.
- d. Principals are required to work collaboratively with teachers to resolve attendance discrepancies

3. Daily Instruction - General

- a. Any reference to Live Instruction may refer to instruction that is simultaneously delivered live and/or broadcast virtually, and recorded in accordance with the provisions set forth in this MOU depending upon the assignment type of the teacher (all virtual and hybrid model teachers). Teachers with in-person only assignments are not required to record instruction. All minutes required for Live Instruction for distance learning are minimums and may not be reduced.

- b. Any reference to Student Work may consist of small group instruction, one-on-one instruction, independent readings/videos, assignments and adaptive technology. This time could also include creation of work produced by the student. The time spent on Student Work need not be recorded.
  - c. The District has prepared, and the CTA has agreed to, Blended Learning Expectations for Teachers and Students which will be provided to all teachers. Should the need for deviations from these expectations become necessary, the Parties will meet to discuss any needed changes.
  - d. Teachers instructing in-person only or in a hybrid model (simultaneous live and virtual instruction) will follow their school schedules for instruction.
4. Daily Instruction - Elementary - Virtual Instruction Only.
- a. The virtual only Elementary School day will consist of 335 minutes of instruction. Schools in the Low 300 will have an additional thirty (30) minutes added to their instructional day pursuant to Appendix M - MOU Extended Hour of Instruction Supplement and Accommodations.
  - b. English Language Arts
    - i. Teachers will instruct for one hundred twenty (120) minutes per day with 30 of those minutes through Live Instruction.
    - ii. Ninety (90) minutes of this time shall be utilized for Student Work. Within this time fifty percent (50%) shall be teacher directed. This time must also contain thirty (30) minutes of writing within a Google Meet and/or small group instruction.
  - c. Math
    - i. Teachers will instruct for sixty (60) minutes per day with twenty (20) to thirty (30) minutes through Live Instruction.
    - ii. Thirty (30) to forty (40) minutes shall be utilized for Student Work for small group instruction, independent practice or SuccessMaker.
  - d. Science
    - i. Teachers will instruct for thirty (30) minutes per day with fifteen (15) minutes through Live Instruction.
    - ii. Fifteen (15) minutes shall be utilized for Student Work for small group instruction and/or "hands-on" experiential learning.
  - e. Social Studies
    - i. Teachers will instruct for fifteen (15) minutes through Live Instruction twice per week.
    - ii. The other three (3) days per week, Social Science texts should be integrated into English Language Arts where applicable.
  - f. Specials
    - i. Specials shall occur on a rotating schedule with one Live Instruction session per day per class for for the time allotted by each school.
    - ii. Opposite days' activities will occur through Google Classroom.
  - g. Physical Education



- i. Physical Education shall be held for thirty (30) minutes per day with one Google live meet per Grade (K-5) per week.
    - ii. Opposite days' activities will occur through Google Classroom.
  - h. Intervention
    - i. Students who require intervention shall receive this Live Instruction through Google Meet for thirty (30) minutes per day.
    - ii. Students who do not require intervention will participate in enrichment activities during this period of time.
- 5. Daily Instruction - Middle School - Virtual Instruction Only.
  - a. The virtual only Middle School day will consist of three hundred thirty (330) minutes of instruction consisting of six (6) periods of fifty-five (55) minutes each. Schools will follow their typical bell schedule including typical transition times; therefore, schools with block scheduling will double the times detailed below.
  - b. Core Subjects (English Language Arts, Math, Science, Social Science)
    - i. Teachers will instruct for fifty-five (55) minutes per day with twenty (20) to twenty-five (25) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-five (35) minutes shall be utilized for Student Work.
    - iii. For Science, Student Work shall include at least one virtual lab, simulation or virtual experiment per week.
  - c. Electives
    - i. Teachers will instruct for fifty-five (55) minutes per day with twenty (20) to twenty-five (25) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-five (35) minutes shall be utilized for Student Work.
    - iii. Unless the school schedule is designed otherwise, students will take two (2) electives per semester. Florida Statute §1003.455 requires middle school students to take Physical Education once per year unless a parent waiver is signed and on file.
  - d. Intensive Reading
    - i. Teachers will instruct for fifty-five (55) minutes per day with twenty (20) to twenty-five (25) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-five (35) minutes shall be utilized for Student Work consisting of Reading Plus or small group instruction with the teacher.
- 6. Daily Instruction - High School - Virtual Instruction Only.
  - a. The virtual only High School day will consist of three hundred seventy-eight (378) minutes of instruction consisting of seven (7) periods of fifty-four (54) minutes each. Schools will follow their typical bell schedule including typical transition times; therefore, schools with block scheduling will double the times detailed below.

- b. Core Subjects (English Language Arts, Math, Science, Social Science)
    - i. Teachers will instruct for fifty-four (54) minutes per day with twenty (20) to twenty-four (24) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-four (34) minutes shall be utilized for Student Work.
    - iii. For Science, Student Work shall include at least one virtual lab, simulation or virtual experiment per week.
  - c. Electives
    - i. Teachers will instruct for fifty-four (54) minutes per day with twenty (20) to twenty-four (24) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-four (34) minutes shall be utilized for Student Work.
  - d. Intensive Reading
    - i. Teachers will instruct for fifty-four (54) minutes per day with twenty (20) to twenty-four (24) minutes through Live Instruction.
    - ii. Thirty (30) to thirty-four (34) minutes shall be utilized for Student Work consisting of Reading Plus or small group instruction with the teacher.
7. Video Recording of Instruction.
- a. All live instruction after September 4, 2020, shall be recorded and maintained in the Google Classroom until the end of the relevant marking period. If the teacher is teaching multiple sections of the same class, they are required to record every section but is only required to post one in the Google Classroom. For teachers instructing simultaneously in-person and virtually, the teacher has the option of pre-recording or re-recording the direct instruction and posting only that video within the Google Classroom. This does not take the place of live instruction during the school day. Under Florida Public Records law; however, the recordings must be maintained for one (1) year. Teachers with in-person only assignments are not required to record instruction.
  - b. Video recordings may only be used in an investigation as supporting documentation.
  - c. Students who alter, misappropriate, misuse, and/or abuse any recording of live instruction without the teacher's knowledge and permission may be subject to discipline in accordance with the Student Code of Conduct and Florida Statutes.
  - d. Video content will not be used by the District for any academic purpose without the express written consent of the teacher.
  - e. If a teacher has no students enrolled in distance learning and no students in an overflow classroom, the teacher will not be required to record lessons on that day. This does not include days in which students are enrolled in distance learning but absent.



8. Professional Development.

In lieu of in-person professional development during preschool or during the course of the year, training will be offered virtually.

9. Responsibilities of Absent Employees.

- a. Teachers are required to contact their Principals and/or site supervisors if they will be absent.
- b. This notice shall be given no later than one (1) hour before the beginning of the workday, except in extenuating circumstances.
- c. For teachers assigned to only virtual instruction, in each school, the Principal will develop a process for securing substitutes. This process will provide that no employee shall be required to obtain his/her own substitute. The employee will continue to be responsible for the preparation of lesson plans in keeping with Article II Section U of the Collective Bargaining Agreement. These lesson plans will set forth the daily lesson plans for the ensuing week and shall be prepared in advance of the first student day of that week. This will allow the employee the weekend and any other non-work days immediately following a weekend to prepare such plans. The Principal may request such daily lesson plans for the ensuing week no earlier than the morning of the first student day of that week.
- d. In the event the employee is absent on the first student day of any week, the special/emergency lesson plans required in Article II Section U of the Collective Bargaining Agreement may be used. The plans will be prepared in such a way to enable a substitute to carry out the assignments with continuity in the education program.
- e. It is the employee's responsibility to notify the Principal of the time of his/her return to service. If possible, notice should be given prior to the close of the school day before the employee's expected return so the substitute can be notified not to return. If an employee returns to school without providing adequate notice of his/her return, he/she will have deducted from his/her salary any loss suffered by the District for failure to notify the substitute not to report, or the employee may take a day of his/her personal leave.

10. Consequences for Non-Compliance.

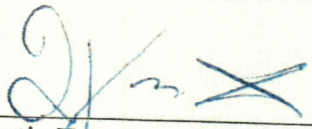
- a. If a teacher working virtually only, refuses to comply with the requirements of this MOU, the Principal, after conferring with the Regional Superintendent, can require the teacher to return to the school site and perform his/her job functions from their assigned classroom in the school building.
- b. If a teacher believes revocation of the privilege of working virtually only by the Principal was inappropriate, he/she may request an appeal by a Review Board on the next business day. The Review Board shall meet within five (5) business days of the request. The Review Board shall consist of two (2) CTA Members and two (2) District Members. A unanimous or majority vote of the

four (4) member Review Board to reject the appeal is final and not subject to further appeal. An evenly split two (2) - to - two (2) vote is considered a vote to reject the appeal, but such vote is appealable to the CTA Executive Director and the District's Chief of Human Resources who will promptly meet to make a final and non-appealable decision.

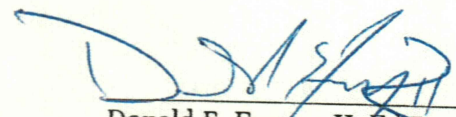
11. Duration.

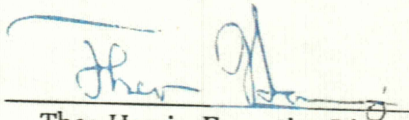
- a. The Parties agree that should school/class closures be necessary due to a COVID-19 outbreak, teachers may be assigned to teach virtually.
- b. This MOU shall expire on June 30, 2021, or upon the District's transition to fully in-person in-school instruction (distance learning no longer an option for students), whichever occurs earlier.
- c. The Parties agree to revisit the MOU based upon information received from the county public health officials, the Center for Disease Control and Prevention and/or the Florida Department of Education.
- d. The Parties agree to meet every two (2) weeks to determine if amendments are needed for this MOU. The Parties may mutually agree to cancel any meeting.
- e. All other provisions of the Collective Bargaining Agreement shall remain in effect.


For the Palm Beach County  
Classroom Teachers Association

  
Justin Katz, President

For the School District of Palm  
Beach County, Florida

  
Donald E. Fennoy II, Ed.D.  
Superintendent

  
Theo Harris, Executive Director

  
Gonzalo S. La Cava, Ed.D.  
Chief of Human Resources

Date: 9/18/20

Date: Sep 21, 2020