MEMORANDUM OF UNDERSTANDING BETWEEN THE PUTNAM COUNTY SCHOOL DISTRICT AND THE PUTNAM FEDERATION OF TEACHERS/UNITED

The Putnam County School District ("PCSD" or the "District") and the Putnam Federation of Teachers/United (PFT/U).

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the reopening of PCSD schools for the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of Putnam 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 PCSD 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 safety procedures contained in the Putnam Schools Employee Guide for Reopening Schools and Student and Parent Guide for Reopening Schools shall be implemented by both parties.
- 2. The District shall perform sanitization of school transportation vehicles twice daily. The district will investigate procedures to reduce capacity on buses, ensure adequate social distancing on school transportation.
- 3. If the District conducts health checks, such as temperature screening and symptom checking, it will provide adequate staffing and resources to ensure that health checks are conducted safely and in accordance with CDC guidelines. Bargaining unit employees shall not be tasked with conducting or supervising health checks (other than trained health room assistants or health professionals). The District will also encourage parents to conduct at home health checks before coming to school.
- 4. The District shall limit nonessential school site and classroom visitors. Any visitors who are deemed essential must comply with all safety protocols established by this MOU.
- 5. In accordance with Article 6 of the Instructional Contract and Article 6 of the Classified Contract, PFT/U representatives have the right to visit schools to investigate conditions and for other purposes. For the duration of this Agreement or until the parties agree it is safe to revert to the status quo (whichever is earlier), the Union agrees to limit access to each school to no more than two PFT/U representatives at any one time, except in an emergency.

6. The District will update emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested positive for COVID-19, including but not limited to the following:

- a. Implement procedures and training to address and identify students who appear symptomatic.
- b. Establish procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage conducted by a nurse and/or (trained health room assistant), and have at least one isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual.
- c. Ensure symptomatic 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. Follow DOH guidelines on disinfecting the areas that have been deemed contaminated due to COVID-19.
- e. Identification and contact tracing in accordance with DOH guidelines.
- f. Prepare for targeted school closures where necessary, as directed by health department.
- g. If there has been a confirmed COVID-19 case at a school, the District shall consult with the Florida Department of Health to determine isolation and dismissal procedures.
- 7. 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 shall be provided the opportunity to request an isolated area to work. The District will work to accommodate this request when feasible. The employee shall be guaranteed the opportunity to return to their same worksite and position.
- 8. Symptomatic and/or COVID-19 positive employees and students will be required to stay home, as directed by the DOH.
- 9. The District will ensure adequate 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, gloves, disinfectant wipes, hand sanitizer with at least 60% alcohol, soap and paper towels. Bargaining unit employees and schools will have access to said supplies and equipment as needed and as recommended by the CDC.

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 exposure level including face shields, clear face coverings, and additional supplies as needed.

10. Pursuant to CDC/DOH guidelines, face coverings shall be worn by staff and students unless students are 6 feet apart.

- 11. The District will implement guidelines and a schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment including, but not limited to, daily sanitation of all schools, and consistent sanitation of high use surfaces, areas, and equipment (e.g., bathrooms, water fountains, playground equipment, door handles, sink handles, physical education equipment, and art supplies). Use of shared objects and equipment should be limited where possible.
- 12. The District will establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This include, but not is not limited to, signage and physical markings, increased monitoring and security, and limited and/or staggered transitions.
- 13. Class sizes will be reduced in a manner that will facilitate compliance with CDC physical distancing guidelines, when feasible. Classrooms and workspaces must be reconfigured to allow for as much physical distance as possible (minimum of 3 feet).
- 14. 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 embedded in daily routines. Daily schedules must include time for every student to implement adequate hygiene practices and social distancing.

Leave

A teacher on leave from PCSD due to COVID may accept full-time teaching employment, provided that such employment is in a virtual setting (Putnam Virtual or FLVS, for example). The teacher will communicate with HR to make sure there are no retirement implications.

Any employee that is required by the District to quarantine may use TDE rather than being charged leave for the duration of the quarantine period if their duties can be fulfilled while quarantined.

Training

The District will provide sufficient training for bargaining unit employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle other situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

Distance Learning

- 1. The District will ensure bargaining unit employees who are conducting distance learning have access to the internet, adequate computers, digital materials, cloud or other storage, as well as instructional platforms to conduct their work.
- 2. The District will provide employees with approved learning platforms to conduct distance learning.

- 3. The District will provide employees with technical support for their distance learning needs including, but not limited to, access to information technology professionals.
- 4. Students will only be permitted to participate in live video/audio lessons after the District has secured parent or guardian permission for such activity and said parent or guardian has agreed to the District's code of conduct and acceptable use policy.
- 5. During instructional time, including during online learning in the classroom, there shall be a certified teacher or substitute in the classroom.
- 6. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the bargaining unit employee. In no circumstances will video recordings of bargaining unit employees be used as part of an evaluation.
- 7. Students that record a bargaining unit employee without their knowledge or permission may be subject to discipline according to the District's Student Code of Conduct and/or legal action.
- 8. The District will provide guidelines regarding distance learning including, but not limited to cyber safety, online ethics, cyber bullying, privacy, participation and attendance, and technical support.

Terms and Conditions:

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 parent, student, and employee feedback; Center for Disease Control and Prevention as well as Florida 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 parents, students, and 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. This Agreement may not be amended except by a written agreement signed by the parties.

Duration: This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021 School Year unless otherwise mutually agreed to by the parties in the writing.

Thomas Bolling, Chief Negotiator, PCSD

Date 10/14/20

Mark Motl, President, PFT/U

Date