

MEMORANDUM OF UNDERSTANDING –
2020-21 Safe Return to School, Instructional Employees

Whereas, the School District of Osceola County, Florida, (SDOC) and the Osceola County Education Association (OCEA) recognize the unprecedented nature of the Coronavirus/ COVID-19 pandemic and its profound disruptive effect on our nation, state, community, students, parents, and employees;

Whereas, both parties agree that exercising an abundance of compassion, grace, patience, and flexibility in implementing procedures for a safe return to school is in the best interests of our students and employees;

Whereas, both parties agree that providing employees with clear and concise information regarding the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is a priority; and

Whereas, both parties agree that providing professional development for employees on the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is mutually beneficial for both administrators/ supervisors and employees;

Whereas, both parties participated on the SDOC Back to School and Back to Learning Task Forces, which included Osceola County parents, teachers, past and present OCEA Presidents, school and School District administrators, and local medical experts from Nemours Children's Hospital and our Osceola County Health Department;

Whereas, both parties agree that the health and social/ emotional well-being of Osceola County students is of significant importance;

Whereas, both parties agree that sufficient student academic progress is of utmost importance;

Whereas, both parties collaborated on the creation of the *SDOC Ready.Set.StartSmart Roadmap to Reopening Plan* within the SDOC Back to School and Back to Learning Task Forces;

Therefore, be it resolved that both parties agree to the following related terms and conditions for the 2020-21 school year and continuing until the Osceola County Department of Health has determined and publicly declared that a state of health emergency no longer exists related to the Coronavirus/ COVID-19 pandemic within Osceola County:

1. Both parties agree to comply with the terms and conditions regarding student and employee safety as stated in the *SDOC Ready.Set.StartSmart Roadmap to Reopening Plan* that the Osceola County School Board approved on June 30, 2020, and the Florida Department of Education approved on July 17, 2020 (e.g., *SDOC Back to School Plan for Teachers*, the *SDOC Back to School Plan for Principals*, and the *SDOC Back to School Plan for Parents and Students*).
2. Management agrees to compensate teachers, who voluntarily elect and who receive prior approval of the school principal to provide instruction in both face-to-face and digital formats simultaneously during the course of the contractual workday, for one (1) extra hour beyond the contractual workday on scheduled days of instruction at the teacher's daily rate of pay.
3. In order to provide time for teachers to complete tasks related to reporting student grades, Management agrees that no teacher shall be required to attend any meeting after student dismissal on an Early Release Wednesday during the last week of each nine weeks/ quarter grading period.

4. Management agrees that in accordance with the United States Centers for Disease Control (CDC) recommendations, the School District shall require that :
 - Students and employees must wear face masks on all worksites throughout the School District;
 - Face masks must meet CDC guidelines; and
 - When the student or employee chooses to wear a face shield, a face mask must also be worn.
5. Management agrees to post a weekly report of COVID-19 incidents on the School District website [e.g., www.osceolaschools.net/COVID-19Incidents] that includes:
 - the number of students and employees by school who have notified the School District of positive COVID-19 test results for the week prior; and
 - the number of students and employees who have been told to quarantine beginning that week.
6. Management agrees to:
 - use the Florida Department of Education Symptomatic Decision Tree and consult with the Osceola County Department of Health for guidance as needed;
 - treat employees who have tested positive for COVID-19 with compassion and confidentiality; and
 - notify within twenty-four (24) hours, when reasonable, but as soon as otherwise possible, employees who have been in direct contact [e.g., within six (6) feet or less for fifteen (15) minutes or more] with another employee or student who has tested positive for COVID-19 upon the condition that Management has received and verified knowledge of such a case.

**OSCEOLA COUNTY
SCHOOL BOARD**

SUPERINTENDENT
Debra Pace

CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCEA
Apryle Jackson

Date: October 27, 2020