

TA 9/29/2020 dc

T.A. 9/29/2020
Oct

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION**

This Memorandum of Understanding (MOU) is made on this 29th day of September 2020, by and between the School Board of Broward County, Florida (“SBBC” or the “District”) and the Broward Teachers Union (BTU) representing Education Professionals (“BTU-EP”) and Education Support Professionals (“BTU-ESP”), hereinafter collectively referred to as “the parties.”

Purpose:

The purpose of this MOU is to memorialize the parties’ agreement regarding the reopening of brick-and-mortar school operations the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of Broward children, families, employees and the community.

WHEREAS, all provisions of the August 22 MOU, except paragraph 4, are hereby adopted and incorporated in this MOU as if fully set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

Health and Safety:

1. The procedures contained herein shall be implemented in accordance with the Center for Disease Control and Prevention (“CDC”) protocols, unless otherwise agreed in writing; public health guidance; and applicable privacy laws and regulations.
2. The District shall implement procedures to reduce capacity on buses, ensure adequate physical distancing on school transportation, and perform daily sanitization of school transportation vehicles in between every route. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.
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, with the exception of those for whom such responsibilities are part of the position description, shall not be tasked with conducting or supervising COVID-19 related health checks, or any other duties that are not part of the employee’s regular job duties or responsibilities. The District will also encourage parents and employees to conduct at home health checks before coming to school.
4. The District will establish protocols, in addition to those contained herein, to ensure compliance with public health guidance of physical distancing including during transitions between classes. This may include, but is not limited to, signage and physical markings, increased monitoring and security, and limited and/or staggered transitions.

TA 9/29/2020
SC

T.A. 9/29/20
A.F.

5. The District shall establish definitive physical room capacity that will ensure compliance with public health physical distancing guidelines. Classrooms and workspaces must be reconfigured if needed and space seating must be at least 6 feet apart to maximize proper physical distancing between students and staff. The newly established room capacities shall be visibly posted in each room and adhered to at all times. Except in an emergency, visitors will not be permitted above the posted capacity. Priority will be given to classroom visitors who are directly interacting or supporting students. Issues relating to enforcement of established room capacity will be reported to and addressed by administration.
6. Except in the case of an emergency, the presence of visitors to classrooms, offices, or other internal building gathering spaces shall not result in violating public health guidance on physical distancing or group gathering size in such spaces. The District will encourage visitation by digital video conferencing whenever possible. Visitors who enter school facilities or classrooms must comply with all safety protocols established by this MOU and the District.
7. For the duration of this MOU, all walkthroughs (e.g., OSPA/Academic Cadre/Data Teams) that are not required by law, except for walkthroughs in schools that have come off State review within the last two (2) school years or that are required for reporting to the state, will be suspended. Any walkthroughs required by law, or in schools that have come off State review within the last two (2) school years, or required for reporting to the state will be conducted virtually to the extent permitted by the Florida Department of Education.
8. In accordance with Article 29 of the BTU-EP CBA and Article 5 of the BTU-ESP CBA, BTU 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 BTU representatives at any one time, except in an emergency.
9. 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) Establish criteria and procedures and training to address and identify students who appear symptomatic.
 - b) Establishing 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 have at least one isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual. No BTU

TA 9/29/2020
sc

T.A. 9/29/2020
AT

bargaining unit members other than a nurse shall be assigned any duties in the isolation room.

- c) Ensuring 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) The school administration shall notify bargaining unit employees who are working and/or assigned to the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19. The District will maintain a COVID-19 dashboard on its website with a daily update of relevant worksites.
- e) Properly disinfecting the building area if someone is symptomatic and/or COVID-19 positive.
- f) Identification and contact tracing in partnership with the Department of Health and/or other health authorities.
- g) Preparing for targeted room, school, office, and/or facility closure for a period of time where necessary.

Said procedures will be developed in accordance with public health guidance and in collaboration with BTU and health experts.

10. The following will apply when an employee is unable to report to work due to COVID-19 exposure:

- a. *Required to isolate and able to work.* If an employee is required to isolate due to close contact with an individual who tested positive for COVID-19. Department of Health (“DOH”) directive or by SBBC protocols but the employee is able to work remotely, the employee shall be allowed to continue to work remotely during the required isolation period and, even if the District is unable to provide remote work, no leave shall be deducted from the employee’s leave balances.
- b. *Required to isolate and unable to work.* In addition to the eighty (80) hours of paid Emergency Paid Sick Leave (EPSL) provided by the Families First Coronavirus Response Act (FFCRA) through December 31, 2020, an employee who is unable to work due to COVID-19 symptoms and is seeking a medical diagnosis and/or has tested positive for COVID-19 will be provided up to eighty (80) additional hours of paid leave as needed through June 30, 2021 unless mutually extended by the parties. This up to one hundred and sixty hours of paid leave may be used intermittently; it is understood that the 80 hours provided by the FFCRA shall only be available until December 31, 2020 unless extended by the Federal Government.
- c. *Unable to work when not eligible for leave in subsection (10)(b).* When an employee is unable to work due to COVID-19 symptoms, but the employee is not eligible for.

TA DC 9/29/2020

T.A. 9/29/20
Out.

or has exhausted, leave provided under subsection (10)(b), the employee may use accrued sick leave and/or other leave to which the employee is entitled.

11. The District and BTU will explore the possibility of creation of an additional specific COVID-19 sick leave bank which will be offered to employees who do not qualify for their units established sick leave bank.
12. An employee may donate earned and accrued sick leave to a qualified district employee in accordance with the following procedures.
 - a. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a district employee.
 - b. Donated days/time shall not disqualify the donor from eligibility for attendance incentive awards.
13. The District will strive to provide the choice of a remote assignment to the highest possible number of requesting employees. Eligibility for a work from home/remote extended assignment is based on the function of the job and needs of the worksite. The employee must be able to perform the essential function of the employee's job through digital platforms without commuting to an office and/or centralized location. This determination will be made by a District review panel with consultation of a medical expert when appropriate and shall not be made in an arbitrary or capricious manner.

No rights otherwise available to the employee are waived.

The employee's direct supervisor will provide the review panel with all requested information regarding the operational needs and capacity of the school/department. To the extent that the operational needs and capacity of the school/department are not able to accommodate all requests for remote work, the requests will be prioritized as follows:

1. Consideration will be given to qualified employees who have an underlying medical condition that presents the strongest and most consistent evidence of the likelihood of a severe case involving COVID-19, which places them at a higher risk for serious complications if they contract COVID-19 as supported by a letter from a medical professional (Priority One);
2. Consideration will be given to qualified employees who have an underlying medical condition that may present mixed evidence of the

TA 9/29/2020
SC

T.A. 9/29/2020
CZ

likelihood of a severe case involving COVID-19, which may place them at a higher risk for serious complications if they contract COVID-19 as supported by a letter from a medical professional (Priority Two);

3. Consideration will be given to qualified employees who live with a family member who has an underlying medical condition which may place them at a higher risk for serious complications if they contract COVID-19 as supported by a letter from a medical professional (Priority Three);

4. All other employees who wish to be considered for remote work (Priority Four).

A District review panel will determine eligibility for the priority classifications listed above based upon information/documentation supplied by the employee. Assignments are subject to change based upon the needs of the school/department as listed above. There is no guarantee as to the length of time an employee may be permitted to continue to work remotely.

Applicants will remain in a remote assignment pending final disposition of their request. Teachers will continue teaching remotely and school administration will arrange supervision of students in the school classroom.

14. Any individual (employee, student contractor, etc.) who has tested positive for COVID-19 must provide two (2) negative test results for COVID-19 with one (1) test being done 24 hours before returning to school or work. Additionally, anyone who has had close contact with an individual who tested positive for COVID-19 must either 1) self-quarantine for fourteen (14) days AND be asymptomatic or, 2) provide two negative results for a COVID-19 test, one of which must have been taken more than 24 hours after last potential exposure. While self-quarantined and/or waiting for test results, bargaining unit employees who are able to work will continue to work remotely and, even if the District is unable to provide remote work, no leave shall be deducted from the employee's leave balances. Close contact means that a person has had one of the following occurrences while at school or engaged in school district business:

- was within six (6) feet of someone for at least 15 minutes who is later shown to have concurrently had COVID-19.
- provided care at home to someone who is sick with COVID-19.
- had direct physical contact with a person with COVID-19 (touched, hugged, or kissed them).
- shared drinking or eating utensils with a person with COVID-19.
- was sneezed, coughed, or somehow got respiratory droplets from a person with COVID-19.

T.A. SC
9/29/2020

T.A. 9/29/2020
A.F.

15. The District will provide and maintain ample supply of personal protective equipment and supplies to support hygiene behaviors, use of Personal Protective Equipment, and sanitization. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, sanitization products, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, handwashing and sanitizing stations, trash cans, and other appropriate PPE. Bargaining unit employees and schools will have access to said supplies and equipment as needed and as recommended by public health guidance. Bargaining unit employees are not required to assist with cleaning or sanitizing classrooms; however, these supplies will be available for their use.

The District will provide and maintain ample supply of no-touch hand sanitizer at the entrance of schools, at several locations within the school building, and outside bathrooms so students and employees can clean their hands upon entering and upon exiting, to the extent permitted by applicable fire codes.

Bargaining unit employees may, but are not required to, bring their own supplies or safety equipment.

The District will provide bargaining unit employees whose job description requires increased interaction with students (e.g., elective/specials teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, certain SWD sub-populations, and students with physical conditions) with supplies and equipment commensurate with their exposure level. In the event one-to-one student meetings are needed, the District will provide face shields and plexiglass barriers for the relevant offices and spaces if 6 feet physical distancing cannot be maintained.

16. All employees, students, and visitors in the worksite shall be required to wear facial coverings in a manner consistent with SBBC Policy No. 2170-e.
17. Bargaining Unit Members will not be required to physically adjust masks or other similar tasks unless called for in the student's IEP, 504 or similar educational plan.
18. Schools will ensure that air conditioning systems are started each day with ample time for sufficient cooling of the facility prior to staff arrivals, and will remain in constant use as long as bargaining unit members and/or students are in the building. Any system issues will be resolved as expeditiously as possible. The District will establish and disseminate protocols for adjusting school operations should air conditioning not be operational in a classroom, building, or campus.

T.A. 9/29/2020
JCT.A. 9/29/2020
A-E

19. 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, deep cleaning at least once per week, and consistent sanitation of high use surfaces, areas, and equipment (e.g., clinics, isolation rooms, offices, classrooms, bathrooms, water fountains, playground equipment, door handles, sink handles, physical education equipment, and art supplies). The parties agree to periodically review the cleaning protocols for these spaces and make recommendations, as needed. Use of shared objects and equipment should be limited where possible and adequate equipment will be provided to avoid successive shared use in between cleanings. Shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.
20. The District will follow DOE guidelines for waivers for making up lost instructional days and time related to COVID-19. Any changes to the calendar and/or workday will be negotiated with the Union.
21. If a bargaining unit member is the parent of a student whose school is closed for face-to-face instruction, and the student has not been identified to quarantine due to the school closure, they shall be permitted to bring their school-aged child to work.
22. Employees who began working on or before June 30, 2020 that are within one and one-half (1 and 1/2 years) of eligibility for Medicare, who opt to retire/resign between October 1, 2020 through December 31, 2020 will have their individual SBBC insurance (Medical, Dental, Vision and Core Life Insurance) continued at the District's expense, until the date of their Medicare eligibility.
23. Temporary Waiver of Benefits Waiting Period:
For bargaining unit members who began working in August or September 2020, benefits will become effective, October 1, 2020. Subsequently, for bargaining unit members whose start date is on October 1, 2020 through December 31, 2020, benefits will begin two (2) weeks after their employment start date.
24. The District will communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, physical distancing, and other safety protocols will be taught to students and embedded in daily routines.
25. Bargaining unit employees are expected to inform and remind students of adherence to District public health but will not be required to physically intervene to enforce student adherence to hygiene practices, physical distancing, and other safety protocols. Bargaining unit employees shall not be disciplined or held responsible for the failure of students, parents or others to adhere to safety protocols.
26. Bargaining Unit Members should report potentially hazardous, dangerous, or infectious situations. Pursuant to Article 7(2) of the CBA, "when receiving a complaint regarding

TA 9/29/2020
scI.A 9/29/2020
AY

potentially hazardous, dangerous, or infectious situations, the administrator shall notify the School Performance & Accountability office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate District department (i.e. Risk Management, Safety or Physical Plant Operations, etc.) or local emergency response providers (i.e. local police and fire departments). The administrator shall inform the notifying employee of the recommendation received and the action taken." However, violations of the safety protocols in this MOU must be immediately resolved by the administrator for the safety of students and employees.

27. In order to best prepare for the logistics of the safe reopening of schools, the District will conduct and finalize surveys to gather input and data regarding number of students and Bargaining Unit Employees expected to participate face-to-face or eLearning.
28. 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.
29. The parties will work together to structure adequate planning days and training time required by this MOU and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. Subjects and materials that are not time sensitive will be completed at a later date as determined by the parties.
30. Except for limited small group meetings that must be held in-person as required by law, all meetings and trainings will continue to be conducted virtually. In the event a small group meets in person, all safety protocols will be followed.
31. All training required by this MOU will be tailored to each job classification.
32. District professional development will be made available online to assist staff in completion of requirements for recertification.
33. Except as provided in paragraph 13, the District may require employees to report to work to the employee's assigned work location when the District determines that it will operate all or part of a school facility, with student occupancy, for instruction. In such case, all education professionals assigned to the reopened program and/or building, except those who have requested accommodations who may continue to work remotely at least until their request is processed, shall return to their work location at least four (4) days prior to the return of students to the campus, and the District shall provide each education professionals with a full "no-touch" planning day (by exchanging a regular school day and a future planning day) and 2 full "no-touch" early release days prior to the return of students to prepare his or her room

T.A. 9/29/2020
dc

T.A. 9/29/2020
QF

for student occupancy. Except for one operational meeting, there will be no other meetings during the four days prior to the return of students.

34. There will be no camera use allowed in the classroom other than those selected and authorized for use by the teacher for instructional purposes and provided by the District on a school issued laptop, tablet, desktop or Polycom Studio USB. Administrators shall not direct teachers to use a Polycom Studio USB or any other external camera, and choice of those types of cameras shall be completely at the discretion of the teacher. All EP bargaining unit members will be provided with a laptop with a working camera.
35. The Evaluations Sub-Committee will continue to discuss evaluations for the 2020-2021 School Year.
36. Understanding the changing landscape of instruction, staffing requirements, and the impacts of student enrollment on FTE, the parties agree to meet as soon as possible to explore the feasibility of offering an early retirement incentive for eligible employees.
37. In addition to the supports articulated in this MOU and provided in the new operational procedures for all employees, the District shall provide differentiated PPE to Education Professionals and Education Support Professionals providing services to Students with Disabilities to successfully perform their job duties commensurate with providing services to students in a safe manner. These differentiated PPE (may include face shields, gowns, goggles, scrubs, and/or booties, as appropriate) and breaks to successfully perform their duties.

Additionally, the District will develop and disseminate protocols for staff to implement when interfacing with ESE students who have difficulty complying with health and safety protocols including but not limited to mask wearing, social distancing, elopement etc. Re-teaching for these behaviors will be provided to the student. When deemed necessary, the district may assign students to remote e-learning while under COVID conditions when it is determined that the health and safety of the student, peers and/or staff are at risk.

This placement is non-disciplinary.

38. Early Learning: The District will maintain the modified schedule currently in effect for the daily cadence of early learning classes which places lunch, nap time, recess and a snack time at the end of the instructional day. The District will continue, in collaboration with the Broward Teachers Union, to pursue further modifications which may allow, upon request of a parent or guardian, students to leave school at lunch with transportation provided by a parent or guardian. Additionally, guidance and proper PPE will be provided to mitigate risk for the spread of COVID-19 during toilet training, lunch operation, nap times, or other staff-student interactions in which physical distancing or face mask wearing protocols may be compromised by operational necessity.

TA 9/29/2020
SC

1. # 9/29/2020
Q.7

Terms and Conditions:

The parties agree to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; public health guidance, 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 written agreements and understandings germane to the reopening of schools will be incorporated herein.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement sets forth the entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties regarding the subjects herein; except that all language in the parties' CBA and the August 22, 2020 MOU not expressly suspended by this Agreement remains in full force and effect. This Agreement shall commence effective from the date of bargaining unit and SBBC ratification and shall sunset on June 30, 2021 unless extended by written mutual agreement of the parties.

This Agreement may not be amended except by a written agreement signed by the parties.

Executed on this day, 29 of September 2020.

Susan L Cooper 9/29/2020

Broward County School Board Date
Susan L. Cooper, Director
Employee and Labor Relations

Anna Fusco 9/29/2020

Broward Teachers Union Date
Anna Fusco, President