MEMORANDUM OF UNDERSTANDING

Polk County Public Schools and Polk Education Association

Reopening for School Year 2021-2022 during COVID-19 Pandemic
Safety Protocols
Amended 8/30/21 - Section C.3 and C.4

TEACHERS, PARAEDUCATORS AND EDUCATIONAL SUPPORT PERSONNEL

Purpose: The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Polk Public Schools for the 2021-2022 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of the students, families, employees, and the community here in Polk County.

WHEREAS, the Parties agree to work together and extend their full cooperation to the greatest extent possible in arriving at the safest possible working conditions to accommodate all members within the three bargaining units. 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; and

WHEREAS, this agreement covers all bargaining unit employees. No language in this Memorandum of Understanding will serve as an employee waiver for PCPS liability if an employee should contract COVID-19 in their workplace.

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for the reopening of PCPS schools and recognize that the presence of COVID-19 requires additional safety precautions:

A. Safety Protocols (See COVID-19 Response Guidance for Polk County Public Schools [https://polkschoolsfl.com/backtoschool/])

The parties agree to work toward implementing all reasonable safety precautions including recommendations for face coverings and other available personal protective equipment (PPE), social distancing where feasible, and sanitizing of buildings and facilities to the extent possible.

1. The District’s cleaning protocols are established by the Florida Department of Health, Centers for Disease Control and Prevention (CDC), using Environmental Protection Agency (EPA) approved products for the cleaning and sanitizing of schools.

2. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.
MEMORANDUM OF UNDERSTANDING
Safety Protocols

3. **Cleaning and Safe Work Environment**
   
a. The District will ensure adequate equipment and supplies are provided to support hygiene behaviors, use of Personal Protective Equipment, and sanitation. There will be a supply of face coverings, gloves, disinfectant spray, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, handwashing and sanitizing stations at all times that may be requested. High-touch areas will be disinfected throughout the day. Deep cleaning will take place when there is a confirmed case. Air conditioning filters will be changed more frequently.

b. Each classroom will be supplied with an air purifier as inventory becomes available.

c. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

d. Employees are encouraged to report safety concerns to their campus/worksite administrator for further investigation and resolution.

4. **Face Coverings and Other Personal Protective Equipment**
   
a. Face coverings are optional and are optional for any visitors and collaborative partners while they are on campus, and, must follow the student code of conduct regarding slogans, images, etc.

b. Teachers and itinerant personnel of PreK, VPK, ESE Separate Class/Self-Contained settings, face coverings, face shields and medical gowns will be provided for additional alternative personal protective equipment (PPE) upon request.

c. Students have the option to wear their own face coverings, however, the PCPS will provide face coverings for students in need.

5. **Symptom Self-Screening and Awareness - (See COVID-19 Response Guidance for PCPS - [https://polkschoolsf1.com/backtoschool/](https://polkschoolsf1.com/backtoschool/))**

a. Employees are not to report to work should they have symptoms and will immediately inform their principal/ supervisor or the Health and Wellness Department. Employees must follow established procedures for return to work, based on latest guidance by the Polk County Department of Health, and the Superintendent of Schools.

b. If staff are sent home from work based on symptoms and are unable to work remotely due to job duties or illness, staff are to work with their medical provider
MEMORANDUM OF UNDERSTANDING
Safety Protocols

or the Polk County Department of Health as to their ability to work and follow
absence options for COVID-19 (see Section C - Leaves Available for COVID-19
Related Absence below).

c. Employees will not be required to complete the daily health screening form prior
to coming to work. All staff, students and stakeholders should still self-assess for
COVID-19 symptoms prior to coming on campus. If symptoms are present, they
should stay home and consult with their primary care provider to see if testing is
warranted.

d. Visiting/Itinerant employees must complete a contact tracing form upon arrival
at check-in to the school building.

e. **Online COVID-19 Exposure Form for Staff**

Staff who have tested positive or have been identified as close contacts must
complete the COVID Exposure form on the staff portal. The online form is no
longer required for symptomatic staff with no known exposure to COVID-19. Instead, symptomatic staff should follow the "Returning to School or Work
After Having Suspected Signs for COVID-19" section of this document below.

6. **Returning to school/work after having suspected signs of COVID-19**

For symptomatic persons **without** known exposure to a confirmed
COVID-19 case:

a. **If testing for active COVID-19 is not performed**, person should isolate at
home until fever free for 24 hours without fever reducing medication, their
symptoms are improved, and at least 10 days have passed since date of symptom
onset. (People with severe disease or immunocompromised may need to isolate
at home longer.)

b. **If testing for active COVID-19 is negative**, person should stay home until
fever-free for 24 hours and symptoms are resolved. Proof of a negative test will
be necessary to return to school in this situation. The test must be conducted
by a third party. At home tests are not accepted as proof of negativity.

c. **If released by a physician due to a confirmed non-COVID related illness**, person should base their return date on the doctor’s release. Staff
members must present the release to the school/supervisor in order to return
before the 10-day isolation period is complete.
7. **For symptomatic persons with a known close exposure to a confirmed COVID-19 case**
   
a. Persons are encouraged to consult their medical provider and be tested for COVID-19.

b. Persons should isolate at home until fever free for 24 hours without fever reducing medication, symptoms are improved, and at least 10 days have passed since date of symptom onset. (People with severe disease or immunocompromised may need to be isolated at home for longer.) Due to the close contact, a negative test result does not shorten the 10-day interval.

c. **Staff are required to inform their principal/supervisor immediately if the ill person is diagnosed with COVID-19.**

d. If a staff member tests positive for COVID-19, it is possible that others will be considered close contacts and need to be quarantined for at least 10 days. This will be decided on a case-by-case basis in collaboration with the Health Department.

e. For staff testing positive for COVID-19, the COVID Liaison will alert school administration and their Regional Superintendent and will follow the protocol.

8. **Returning to work after testing positive for COVID-19**

A staff member who had confirmed COVID-19 can return to work/school when:

a. They are fever-free for 24 hours without the use of fever-reducing medications; **AND**

b. Symptoms are improving; **AND**

c. At least 10 days have passed since that date of symptom onset. (This may be different than the date they present themselves in the clinic.)

d. In addition, **staff who test positive for COVID-19 will be required to have a physician’s release to return to work.**

9. **Guidance for persons in close contact to someone with COVID-19**

a. If a person has close contact to someone with COVID-19, but they are not sick, they must quarantine at home and not go to school or work, childcare, or public places for 10 days. Total days of quarantine may be longer than 10 days if the exposure was someone in the person’s household.

b. While at home, they should watch their health for signs of fever, cough, shortness of breath, and other COVID-19 symptoms.
MEMORANDUM OF UNDERSTANDING
Safety Protocols

c. Staff who are fully vaccinated (two (2) weeks after their final dose of vaccine) will not be required to quarantine after being exposed or considered a close contact to a COVID-19 positive individual as long as they remain asymptomatic.

d. At this time, staff members who are told to isolate or quarantine are required to use personal/sick leave for these days unless the exposure occurred at school or work AND they can provide a doctor’s note stating that they are medically unable to be vaccinated.

e. If a person develops symptoms of COVID-19 during their quarantine, they should consult their medical provider, seek testing for COVID-19, and follow guidance above for confirmed COVID-19 cases.

NOTE: A negative test after exposure does not shorten the 10-day quarantine period for asymptomatic individuals.

10. Staff Meetings

a. Upon parent request, student/parent/teacher meetings may be held virtually on a District approved platform to include but not limited to parent meetings, Individualized Education Plan (IEP) or Education Plan (EP) meetings, 504 meetings, Behavior Intervention meetings, etc. If a meeting cannot be held virtually, all meeting participants have the option to wear Personal Protective Equipment (PPE) and must observe appropriate CDC social distancing guidelines.

b. Staff development and faculty meetings will be held virtually when feasible to ensure limited exposure of staff. However, staff development and faculty meetings can be face-to-face, and staff covered under this MOU will have the option of coming to face-to-face meetings or can attend virtually. For smaller meetings, staff will have the option to participate virtually if a face-to-face meeting is called (i.e., grade level meetings, department meetings, PBIS, MTSS, etc.).

c. In extenuating circumstances employees may work with their administrator to access meetings remotely.

11. Substitute Teachers and Paraeducators

a. Any employee who is asymptomatic but is advised by a health care provider to self-isolate, may continue to deliver instruction remotely to students while a substitute monitors the classroom. If there are unfilled substitute positions, classes will be balanced to maintain social distancing and only as a last resort.

b. Teachers may volunteer to cover classes during their planning period. Teachers will be compensated for their regular hourly rate of pay for this coverage using
MEMORANDUM OF UNDERSTANDING
Safety Protocols

the Special Activity Payroll reporting process.

c. Paraeducators may be assigned to an unfilled teacher absence as a substitute teacher per the Paraeducator Collective Bargaining Agreement Article 8.2-8.

d. For the period of this agreement, Paraeducators who provide student instruction in the absence of a teacher must be compensated with the following supplement for substituting instructional assignments for the 2021-2022 school year: $50 full day (7.5 hours) and $25 half day (3.25 hours).

e. Paraeducators may be assigned to proctor one (1) class period at the school site during the virtual instruction by another teacher. This temporary reassignment is for the purpose of maintaining classroom management and is not eligible for additional compensation.

f. Paraeducators directed to proctor the entire day will receive additional compensation: $20 full day (7.5 hours) and $10 half day (3.25 hours).

g. Payroll Instructions: The Special Activity Payroll Time Log and Report forms should reflect the school/worksite's Cost Center and Fund 10017220.

B. Educational Support Personnel and Paraeducators

1. It is expected that Paraeducators and possibly clerical Educational Support Personnel will cover student lunch periods whether in the cafeteria or classrooms to maintain a duty-free lunch for teachers.

2. In the event that more adult supervision is needed during lunch times, individual staff members may elect to waive their duty-free lunch on a monthly basis. Additionally, the District will provide adequate time and staffing for said staff members to take care of personal needs.

3. Should support staff forfeit their duty-free lunch they may have flexible scheduling for an alternate lunch time or will be compensated at their regular hourly rate of pay. The Special Activity Payroll reporting process will be followed for compensation. The Special Activity Time Log and Report forms should reflect the school/worksite's Cost Center and Fund 10017220.

C. Leaves Available for COVID-19-Related Absence

1. In addition to the leave options available in the three Collective Bargaining Agreements, multiple leave options are available for pandemic-related absences. Employees shall not be subject to disciplinary action for use of any approved leave of absence related to
MEMORANDUM OF UNDERSTANDING
Safety Protocols

COVID-19, or the federal and local leave options outlined below, or in the exhaustion of available/accrued leave. Employees who have exhausted their accrued sick leave due to the quarantine of an immediate family member within the same household and are in a no-pay status will not be subject to disciplinary action.

2. Absences related to COVID-19 shall not be reflected in the personnel evaluation.

3. Amended 8/30/21: Types of leave available retroactively to July 1, 2021, are:

Option 1: Paid Leave for COVID-19 Positive Employees
Any employee who contracts COVID-19 in the performance of their regular duties:
   a. Ten (10)-Day allotment of COVID-19 Paid Leave
   b. Up to five (5) additional days of paid leave with a physician’s note.

Option 2: Paid Leave for Employees Identified as a Close Contact to COVID-19 Positive Case
Any employee identified as a close contact to a COVID-19 positive case in the performance of their regular duties is expected to work remotely where possible. If an employee occupies a position where remote work is deemed unfeasible by their principal/supervisor, they will have access to up to ten (10)-days per employee of COVID-19 Quarantine Paid Leave, ten (10) days includes Option 1.a above.

4. Amended 8/30/21: The District agrees to meet with the PEA to evaluate requests for additional paid leave on a case-by-case basis. The employee must notify the supervisor that they wish to have their case reviewed. The committee reviewing these individual cases will be made up of three (3) PEA Representatives and three (3) District Representatives.

5. To maintain consistency of instruction, teachers must continue working through PCPS-mandated quarantine so as not affect their accrued leave balance.

6. Remote work options will be discussed between the employee and their principal/supervisor to determine the feasibility of this option based on existing roles and responsibilities.

D. Training

1. All staff will have the option to participate in training, professional development, PLCs, etc. through District approved virtual platforms. The District will provide comprehensive training for all bargaining unit employees on proper safety protocols and how to handle situations unique to COVID-19. Additional trainings will be offered during the 2021-2022 school year.
MEMORANDUM OF UNDERSTANDING
Safety Protocols

2. District professional development will be made available in both face-to-face and online formats during the first quarter to assist staff in completion of requirements for recertification. This program will be reevaluated each quarter.

E. Expedited Grievance Procedure

There will be an expedited grievance procedure for all health/safety work violations related to this Agreement. A grievance filed pursuant to this provision shall be turned around within 72 hours (three (3) business days) of the grievance being provided to the District.

F. Duration of Agreement

The parties recognize that the effect of the COVID-19 pandemic is evolving on a daily basis and agree to continue communication. This agreement replaces the parties' original August 2, 2021 agreement and will remain in effect through June 30, 2022. All other provisions of the collective bargaining agreements not specifically addressed in this agreement remain in full effect.

Both parties mutually agree they will revisit this Agreement at the end of the first semester or earlier if conditions warrant.

POLK EDUCATION ASSOCIATION, INC.    POLK COUNTY SCHOOL DISTRICT

By: ________________________________  By: ________________________________
Stephanie Yocum  Frederick R. Heid
President  Superintendent
Polk Education Association  Polk County Public Schools

Date: 8/30/21  Date: 8/30/21

Attachment: COVID-19 Response Guidance for Polk County Public Schools
(https://polkschoolsfl.com/backtoschool/)