

COVID-19 PANDEMIC - Spring 2020

LETTER OF AGREEMENT

Whereas, on March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52 declaring a "state of emergency" due to COVID-19 and directed, among other things, that "each political subdivision with the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law to: 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community....."; and

Whereas, on March 13, 2020, based on direction from the Florida Department of Health, the Florida Department of Education strongly recommended the closure of all public schools in the State of Florida between Monday, March 16, 2020 through Friday, March 27, 2020; and

Whereas, on March 30, 2020, the Florida Department of Education, using its executive authority, strongly recommended the continued closure of all public schools in Florida through May 1, 2020, and encouraged all public schools "to operate virtually or through other non-classroom based means to the greatest extent possible to implement distance learning" and with respect to exceptional student education, provide "flexibility for the remainder of the school year to provide alternative services or delay services until later in the summer months, in coordination with a student's parents and IEP team.";

Therefore, in an effort to continue the collaborative approach the parties have taken during the unprecedented coronavirus (COVID-19) impact on the school district, the District School Board of Pasco County (DSBPC) and the United School Employees of Pasco (USEP) hereby confirm the following agreements:

Salaries and Benefits:

1. Regular full and part-time employees who are actively working and/or available for work will continue to be paid their normal bi-weekly rates of pay through the end of their respective 2019-2020 work year calendar. In the case of non-exempt employees, this compensation shall be limited to a maximum of 40 hours per week (based on a 5-day week) unless the employee is actually working in excess of 40 hours per-week;
2. All Health Insurance coverages and benefits will continue per current contractual rules and guidelines currently in effect;
3. The parties agree that any employee called in to work the week of March 23 – 27, 2020, will be compensated in accordance with the District's emergency pay policies contained in Board Policy 8415 – Emergency and Crisis Management.

Health & Safety Guidelines:

The parties recognize that identified essential personnel may need to report to building sites during the closure of the District. Local, state, and federal safety guidelines will be followed as appropriate when staff is required to report to a school or worksite.

Leave Provisions:

1. The District is providing both Emergency Paid Sick Leave and Emergency Family Medical Leave to any employee who qualifies. The eligibility, amount, and duration of these leaves shall be in accordance with the parameters articulated in federal law. Employees must supply the leaves department with appropriate documentation for either of these types of leave.
2. These emergency leave provisions are in addition to any accumulated leave the employee may wish to utilize in accordance with current contractual rules and guidelines.
3. Employees who belong to a high-risk group identified by local, state, or federal executive order shall not be required to work at a school or worksite and may utilize the leave options above if their work cannot be offered in a distance/work-from-home model.

Distance Learning provisions:

1. On Friday, March 27, 2020, Instructional staff were provided training on the use of platforms to implement digital learning including, but not limited to, how to converse with students, share files, websites, and design online, personalized content modules to optimize instructional time and ensure the continuation of high-quality instruction.
2. Instructional staff are eligible to earn Inservice (4) points for the virtual training provided by OLL in preparation for distance learning.
3. The parties agree to compensate assigned employees who virtually attended the March 27, 2020 training for an additional 4 hours of pay upon completion of that component, and as articulated in the Salary and Benefits section above.

Teacher Certification and Employee Evaluation:

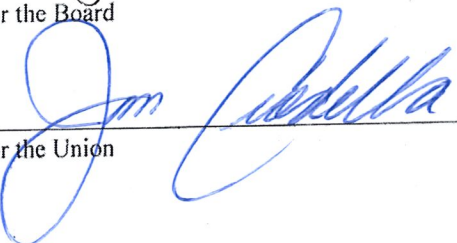
1. The District will continue to honor flexibility provided by the Florida Department of Education to instructional staff that are due to renew a certificate. Any instructional staff member whose certification was to expire or who required additional course work prior to June 30, 2020, will be granted an extension through December 31, 2020. Further, fees for tests will be waived through December 31, 2020.
2. The parties agree that there will be no employee evaluations for the 2019-2020 school year, absent unique circumstances. Individual evaluations may be issued to employees with ongoing documented performance issues.

Finally, the parties agree that this unprecedented situation is fluid in nature and may change over time. Therefore, both the DSBPC and USEP agree to continue to collaborate and meet to address any changing circumstances and their impact on employees of the District.



For the Board

5/21/20
Date



For the Union

5/22/2020
Date