

**Memorandum of Understanding (MOU) Between Hillsborough County Public Schools and the Hillsborough Classroom Teachers Association Regarding COVID-19 and Related Circumstances**

Hillsborough County Public Schools (hereinafter referred to as “HCPS” or “district”) and the Hillsborough Classroom Teachers Association (hereinafter referred to as “HCTA” or “union”) enter into this agreement based on the unprecedented circumstances caused by the novel coronavirus (COVID-19) pandemic, the issuance of a declaration of emergency by the governor, and the emergency closure of schools. The parties agree that our paramount concerns are the continuity of education and support for our students and their families and the health, safety, and welfare of our employees. To best meet these goals and provide clarity to members of the instructional and ESP Bargaining Units, the district and the union agree as follows:

1. Employee Leave
  - a. Families First Coronavirus Response Act (FFCRA): The FFCRA expands emergency sick leave and emergency family and medical leave. A *Coverage Flow Chart* as well as applicable leave forms are available on the district and HCTA websites.
  - b. Contractual Leave: Employees in both the instructional and ESP bargaining units retain all contractual and legal rights to leave in addition to those provided in the FFCRA.
2. Continuity of instruction and the support of students and families are of the utmost importance to both the union and the district. To best facilitate this objective, while keeping employees safe, the majority of the instructional and ESP bargaining units will work remotely to support students through the *Hillsborough Schools Coronavirus Response Plan*.
  - a. The district shall ensure employees have access to digital materials as well as instructional platforms to conduct their work. Edsby and Clever are available to all teachers. Teachers are free to use additional resources provided students can fully participate. Employees who are not granted access to digital materials will not be held responsible for failing to fully participate. Any employee who has challenges with digital accessibility should notify their site administrator.
  - b. After the device distribution process is completed for all students, instructional staff, district personnel with remote work responsibilities, and any other essential eLearning functions during school closure; should additional devices become available, these may be assigned to ESPs to support eLearning.



3. The parties also recognize that identified essential personnel may need to report to building sites during the closure. The district will make every effort to follow the Centers for Disease Control (CDC) guidelines where employees must work at district and school sites.
4. Instructional staff and ESPs without a dedicated roster will be assigned to support eLearning, professional development, or site-based needs that are reasonably related to their position by their site supervisor. Such staff may be directed to contact families to inquire about supports needed in the event a student is not participating in eLearning.
5. Instructional Workday During eLearning: Best practices for eLearning versus traditional classroom instruction differ significantly in a variety of key areas, not the least of which is the flexibility a teacher must employ to reach all students, especially considering the unique circumstances of this moment.
  - a. All instructional employees working remotely will work a flexible eight (8) hour day, including their contractual lunch and planning time. These employees shall be deemed to have reported to work by signing into Edsby or any other virtual communication method at least once a day.
  - b. Principals may hold faculty meetings via Zoom or a similar platform if such meetings are consistent with the contract (held on Tuesday for a time certain). Mandatory Professional Learning Communities (PLCs) must also be consistent with the contract. Site-based School Improvement Plan (SIP) waivers are still applicable.
  - c. Instructional employees are not required to keep a daily log. Communication within Edsby, First-Class or other district programs is available to supervisory staff as needed. Teachers should keep a record of communications outside district platforms. Exceptional Student Education (ESE) teachers and teachers of English Language Learners (ELL) should continue to keep records as they would in the normal course of business. The parties will update this MOU if federal guidance impacts ESE or ELL recordkeeping.
6. District professional development will be made available online to assist staff in completion of requirements for recertification. Professional development will also be made available on tools and programs to enhance eLearning.
7. Career Observation plans will be suspended during school closure. ESPs will resume their Career Observation plan upon the reopening of schools.
8. The parties agree that the deadline to non-renominate an instructional staff member is extended until May 1, 2020 for individuals on the list delivered to the union by the Human Resources Department on March 31, 2020. The deadline to resign in lieu of non-renomination is extended to May 1, 2020. The extension of these deadlines is to ensure that staff may have the opportunity for union representation and so principals can meet face-to-face with staff. Individuals will retain the right to administrative appeal. If school remains closed, meetings may be held telephonically or by video conference.
9. Evaluation: The governor and the Florida Department of Education have cancelled the Florida Standards Assessments (FSA), declared that the Value Added Model (VAM) will not be calculated and waived the requirement for final evaluation for the 2019-2020 school year. Consistent with this, the parties agree as follows:
  - a. All ESP annual evaluations will be suspended for the 2019-2020 School Year.

- b. All instructional annual evaluations will be suspended for the 2019-2020 School Year.
- c. For purposes of any contractual provisions or grant programs, the district will use employee scores from the 2018-2019 school year. If an employee did not receive a score in 2018-2019, the district will utilize their most recent score on record.
- d. New instructional employees with no previous evaluation score will be presumed Effective. However, such employees may be rated less than Effective for 2019-2020 only if they were non-renominated in 2019-2020 and, if applicable, were not successful upon administrative review.
- e. Instructional employees who were evaluated as Unsatisfactory or Needs Improvement in the 2018-2019 school year may apply to the Evaluation Review Committee for the opportunity to be deemed Effective for contractual purposes, including but not limited to future salary negotiations. The application for consideration is appended as Attachment A. The following conditions must be met:
  - i. The employee had a mid-year evaluation in the 2019-2020 school year;
  - ii. If an Assistance Plan was in place, the employee successfully participated; and
  - iii. The principal deems the employee Effective.

The parties understand that additional issues related to COVID-19 may arise, and the parties agree that we will cooperate and negotiate additional agreements as necessary.

Dated this 17<sup>th</sup> day of April 2020

For the District:



Addison Davis

Superintendent

School District of Hillsborough County

4/17/20  
Date

For the Union:



Stephanie Baxter-Jenkins

Chief Negotiator

Hillsborough Classroom Teachers  
Association

4/16/20

Date