MEMORANDUM OF UNDERSTANDING

School Board of Pinellas County
And
Pinellas Classroom Teachers Association
2020

This Agreement dated this 25th day of March 2020 is between the School Board of Pinellas County, Florida (Board) and the Pinellas Classroom Teachers Association (PCTA) relating to all instructional personnel affected by the COVID-19 outbreak of 2020.

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 within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining 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 and Pinellas County Emergency Management, all public schools in the State of Florida were closed from Monday March 16, 2020 through Friday March 27, 2020; and

WHEREAS, on March 17, 2020 the Florida Department of Education, using its executive authority, extended the closure of all public schools in Florida through April 15, 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.”

NOW, THEREFORE, in order to implement the above executive directives to mitigate the spread of COVID-19, the parties agree as follows:

1. All full and part-time instructional employees will continue to be paid their regular salary and benefits through April 15, 2020. If the closure of schools continues beyond the April 15, 2020 timeframe announced by the Florida Department of Education, payment of salaries and benefits will likewise continue during the period that students are provided virtual and distance learning opportunities for the 2019-2020 school year.

2. The parties will follow the safety and health guidelines issued by the Centers for Disease Control (CDC), the Florida Department of Health and the Pinellas County Emergency Management.

3. On Monday March 23, 2020, administrators will communicate with instructional employees to come to school at staggered times to collect laptops and
materials to provide distance learning to students. Beginning on Tuesday March 24 through Friday March 27, 2020, instructional staff will be provided training on the use of Microsoft Teams and other platforms 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.

4. The district’s professional development department will create a component in order for instructional staff to earn points for the training provided during the week of March 23, 2020.

5. Beginning the week of March 30, 2020, full time instructional staff are expected to be available to students for five hours beginning at 9 a.m. to 11:30 a.m. and from 1 p.m. to 3:30 p.m. each day.

6. 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 July 31, 2020. Further, fees for tests will be waived through July 31, 2020.

7. Any success plan developed to improve an instructional employee’s performance (whether a classroom teacher or non-classroom teacher), will be held in abeyance during the period of school closure but will not relieve the employee of the expectation to use their best efforts to adapt to a virtual learning environment.

8. The parties agree that there will be no evaluations for the 2019-2020 school year. As a result, the parties agree to the following including replacing Article 31 and segments of Article 35 pertaining to non-renewals and appeals of non-renewals for the 2019-2020 school year.

Non-Renewals

a) Any teacher whose annual contract was not renewed may immediately apply for any available position within the district provided that they are certified, have not received discipline in the form of a Letter of Reprimand or above for that year, and have received a rating on the Summative Evaluation of Effective or Highly Effective for the preceding year (2018-2019).

b) Upon request, the principal will provide a written summary of the rationale for the decision not to recommend renewal of an annual contract.

c) Any teacher, whose annual contract was not renewed and meets the criteria outlined in 8-a, may upon request be granted a meeting with the Area Superintendent, the Associate Superintendent for Human Resources, the teacher and his/her representative to
discuss the basis of the recommendation for nonrenewal. The Area Superintendent and the Associate Superintendent for Human Resources will determine the appropriateness of the recommendation or whether the teacher may better serve PCS at another school. Such determination shall be in their sole discretion and shall not require just cause. There shall be no appeal from or challenge to their decision nor shall it constitute a basis for grievance.

d) teachers on the performance salary schedule will not have evaluation results on which to base differentiated salary adjustments; and

e) there will be no grievances alleging process violations for conducting evaluations under Article 31.

9. The parties recognize that the effect of the COVID-19 pandemic is evolving on a daily basis and agree to continue communication.

10. This agreement will sunset on June 30, 2020.

Paula Texel Date
Associate Superintendent, HR

Michael Gandolfo Date
President, PCTA

Joanne McCall Date
Executive Director, PCTA