

MEMORANDUM OF UNDERSTANDING
Between
The Escambia County School District
And
The Escambia Education Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following language regarding the remote learning option available to Escambia County students:

1. The blended model, which consists of students in a brick and mortar setting and students enrolled in the remote option is a necessity for extenuating circumstances. In these cases, teachers will be required to live stream their face-to-face instruction in a brick and mortar setting to include those students enrolled in the remote option.
2. As schedules are created and classes are leveled, the class load, which includes brick and mortar and remote students, will be considered for legislated class size. (VI.1)
3. Both parties understand that student enrollment and choice will be fluid throughout the year. Effort will be made to ensure equitable and mindful class size and social distancing. (VI.1)
4. Teachers shall be notified when video cameras or other recording equipment that are NOT connected to a laptop are installed in the classroom.
5. Video recording of lessons will not be required but may occur when agreed to by both parties.
6. As is already stated in the contract, video recordings of teachers may not be used as part of an evaluation without the advance knowledge and written consent; and (IX.3.C)
7. Observations of virtual classrooms may take place with the same requirements as all other observations in that when an administrator is conducting an observation, they must notify the teacher that they are present for evaluative purposes. Without such notice to the teacher, the observation cannot be counted for the overall evaluation ratings; and (IX.3.C).
8. Observations of blended classrooms will be conducted in person, unless otherwise agreed to by both parties.
9. Video evidence from classroom cameras and virtual instruction will not be the basis for discipline of employees, but could lead to an investigation if deemed necessary.
10. If video cameras are utilized to provide instruction all of the above shall apply and additionally:
 - a. Teachers should be trained on remote learning instruction.
 - b. Both parties understand that there may be malfunctions of said equipment and if not caused by negligence, the teacher will be held harmless.
 - c. Both parties understand that teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
11. This MOU will expire on June 30, 2021.

Agreed to by the parties on August 25, 2020 (date).

For the Escambia Education Association:



Darzell Warren, President



Nicole Sipka
Escambia FEA Service Unit Director

For the Escambia County School Board:

Patricia Hightower, School Board Chair

Malcolm Thomas, Superintendent



Dr. Kimberly Thomas, Chief Negotiator