

MINUTES

OESPA CBLT

RBELC, Conference Room A

July 30, 2022

In Attendance

Yolanda Anderson	OESPA	Temika Hampton	OESPA	Sophia Pollard	OESPA
LeighAnn Blackmore	District	Annette Henry	OESPA	Christina Pretorius	OESPA
Robin Bolden	OESPA	Ernest Jean-Baptiste	District	James Preusser	District
Lindsey Bowlin	District	Glarsnell Jean-Charles	OESPA	Michelle Stile	OESPA
Beth Curran	District	Scott Lindsey	District	Laura Suprenard	District
Warren Davis	OESPA	Clyde Mitchell	OESPA	Helen Tyree	OESPA
Jennifer Fowler	District	Ron Pollard	OESPA	Byron Wilson	OESPA

Additional Attendees/Guests

Jasmine Barillas	OESPA		
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District Presentation

District

The District presented a counter proposal to OESPA's counter proposal to the Transportation perfect attendance bonus. (See Appendix A)

The District rejected OESPA's wage proposal sharing that the District's bonus offers represent \$30 million from non-recurring dollars and cannot agree to OESPA's proposal which represents a recurring dollars expenditure. (See Appendix B)

The District cannot accept OESPA's combo pay proposal and presented the Transportation perfect attendance bonus as a counter proposal. This bonus allows for success and has proven effective in the past. The District cannot agree to this proposal as it represents significant recurring costs. OESPA disagreed and stated the previous combo pay implementation failed in execution. The parties agreed to continue discussion on this item. (See Appendix C)

OESPA Proposals

OESPA

OESPA presented a counter proposal to the District's \$2,500 bonus proposal. OESPA requested a distribution date for the \$1,000 bonus. OESPA also presented a counter proposal to the District's amended health insurance proposal. (See Appendices D through F)

OESPA presented a proposal regarding screening of candidates for educational paraprofessional, severely handicapped positions. The proposal requests a waiver for current employees and the new hires be cleared through Kelly Educational Staffing. (See Appendix G)

OESPA also discussed scheduling CBLT committee meetings for the Training and Benefits committee to discuss certified custodial training and professional development for custodial promotions. OESPA also discussed the need for a Security UMM meeting.

CAUCUS

District/OESPA

The parties took a caucus.

District Response to OESPA Proposals

District

The District responded to OESPA's counter to the \$2,500 bonus. The District reverted to the original \$2,500 and rejected the 1.27 percent (1.27%) as this is a recurring cost.

The District proposed a letter of understanding indicating that if another bargaining unit gets more than \$2,500, the District will return to the table.

OESPA's benefits counter proposal delaying implementation of the District's benefits proposal would cost \$2.1 million per month. If nothing is done to address the projected shortfall in health insurance revenues, the plan could become insolvent. The District reverted to its original proposal for 2021-22 and 2022-23.

The combo pay proposal is premature and discussions are ongoing. The District is not willing to do this at this time. The District believes the perfect attendance bonus has added value.

With respect to the screening proposal, the District offered to revise the process and advise OESPA of the new process.

OESPA Proposal

OESPA

OESPA presented a proposal addressing health and safety for the opening of school for the 2021-22 school year. (See Appendix H)

CAUCUS

District/OESPA

The parties took a caucus.

District Proposal

District

The District presented a counter proposal to OESPA's proposal on health and safety for the opening of school for the 2021-22 school year. (See Appendix I)

CAUCUS

District/OESPA

The parties took a caucus.

District Proposal

District

The District presented an amended counter proposal. (See Appendix J)

The parties signed MOU #7. (See Appendix K)

Appendix A

**DISTRICT COUNTER PROPOSAL TO OESPA COUNTER PROPOSAL
TO DISTRICT PROPOSAL #5
Transportation Perfect Attendance Bonus for ~~2021-21~~ ~~2021-24~~ 2021-23
July 21, 2021**

In an effort to incent Bus Operators* and Bus Monitors to achieve perfect attendance, which ultimately ensures the reliable transport of the students of OCPS to and from school, the Transportation Department conducted a three-year pilot of the Perfect Attendance Bonus, hereafter referred to as "Bonus". The purpose of this Bonus was to decrease absenteeism, reward perfect attendance and retain Bus Operators and Bus Monitors. The District wishes to extend this pilot Bonus program for ~~the 2021-22 school year~~ three (3) years 2021-22 and 2022-23 school years.

The description and eligibility criteria of this Bonus are outlined below:

- This Bonus program is an additional ~~three~~two-year pilot. It will commence with the first marking period of the 2021-22 school year. It will sunset on the last duty day of the fourth marking period for the ~~2021-22 2023-24 2022-23~~ school year.
- The Transportation Department will evaluate this pilot program at the end of ~~the 2021-22 2023-24 2022-23~~ school year.
- The total amount of the Bonus will not exceed \$1,100, payable after the employee's last paycheck of the school year.
- The ability to earn the \$1,100 Bonus will be divided into four (4) marking periods. These marking periods shall be defined by the school calendar.
- For each marking period where the employee has perfect attendance, s/he will receive \$250. If the employee achieves perfect attendance for all four (4) quarters, the employee will receive an additional \$100 bonus for the year. To be eligible for the end-of-year, \$100 bonus, the employee must have perfect attendance for all four marking periods.
- Perfect attendance calculations will re-set at the end of each marking period to allow Bus Operators and Bus Monitors four (4) opportunities throughout the school year to earn up to \$1,100.
- The calculation for perfect attendance shall begin with the first day of the first marking period and end with the last day of the last marking period for the school year. New employees will have to complete a full marking period with perfect attendance in order to receive a bonus.
- To receive this Bonus, Bus Operators and Bus Monitors must remain in an active driver and/or monitor position for the entire marking period. They must be in an active employment status when the Bonus is paid to receive the Bonus.
- Absences that will NOT count against perfect attendance are limited to:
 - Jury Duty Leave
 - Court Subpoenaed Leave
 - Military Leave
 - District Sponsored Temporary Duty Elsewhere, TDY (i.e. Emerging Leaders Academy)
 - Union Leave
 - Discretionary Leave (Superintendent approved or Districtwide Shutdown)

**DISTRICT COUNTER PROPOSAL TO OESPA COUNTER PROPOSAL
TO DISTRICT PROPOSAL #5
Transportation Perfect Attendance Bonus for ~~2021-21~~ ~~2021-24~~ 2021-23
July 21, 2021**

- Bereavement Leave (with proper documentation from the employee before the bonus is paid)
- Light Duty (Worker's Comp)
- ~~Covid Related Leave~~

All other leave will count as an absence and the employee will be ineligible for the Bonus for the marking period in which the leave was taken.

- * Bus Operators shall include: Bus Operators, CDL Examiners, Driver Trainers and Bus Operators, Sub-Relief

Appendix B

OESPA WAGE PROPOSAL #1
July 9, 2021

1-year salary increase to classified employees for 2021-22 fiscal year.

A summary of the Proposal is as follows:

- All current employees shall receive an across the board wage increase of \$2.00 per hour.
- Employees who worked one day over half the contract year for the 2020-21 school year and who retire on or before any wage increase is paid to employees shall receive a one-time bonus to be negotiated.
- The new minimum wage shall increase to \$15.00 per hour.

Appendix C

APPENDIX B-3
Transportation Services
TA #1

Compensation for Combo Routes

In an effort to incent drivers to assist with combo routes, the Transportation Department will pilot a program, for a period not to exceed 3 years, where drivers will be paid additional compensation when they assist with combo routes. If a monitor is assigned to the route that is assisting in the combo, the monitor shall be also receive additional compensation.

The three-year calculation shall commence in August 2021 and end June 2024.

A combo shall be defined as follows:

Any complete run, stop or stops off of another route that is not on the driver's assigned route sheet. This includes picking up students from any school bus that has broken down, involved in a crash, or is having a student incident. Not included are: field trips, middays, after-school programs and/or Saturday school.

The additional compensation paid to bus drivers for assisting with combo routes shall be as follows:

\$10 A.M. – combo assistance provided on a Tuesday, Wednesday or Thursday

\$10 P.M. – combo assistance provided on a Tuesday, Wednesday or Thursday

\$15 A.M. – combo assistance provided on a Monday or Friday

\$15 P.M. – combo assistance provided on a Monday or Friday

The additional compensation paid to monitors assigned to the route that is assisting with combo routes shall be as follows:

\$5 A.M. – combo assistance provided on a Tuesday, Wednesday or Thursday

\$5 P.M. – combo assistance provided on a Tuesday, Wednesday or Thursday

\$10 A.M. – combo assistance provided on a Monday or Friday

\$10 P.M. – combo assistance provided on a Monday or Friday

Monitors will be required to provide their same job duties when assisting with combo routes as they would with their regular assigned route.

Transportation Management shall have the exclusive right to assign combo routes. Combo route assignments shall not be assigned in a capricious manner.

Appendix D

OESPA COUNTER TO DISTRICT PROPOSAL #1 -- AMENDED

Bonus for Current Employees

July 30, 2021

Bonus and Salary Increase for Current Employees

The Orange Education Support Professionals Association, the Orange County School Board and the Superintendent recognize and value the work performed by the classified employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding classified personnel with a one-time bonus in the amount of ~~\$2,500~~ \$4,000 and a wage increase of 1.27% per classified employee.

This ~~\$2,500~~ 4,000 bonus will be distributed to all eligible, classified personnel hired in benefited positions on or before ~~October 8~~ August 30, 2021. All eligible, classified personnel must have an active employment status on the date the bonus is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and date of payout who otherwise are eligible to receive the bonus will be included.

The supplement is scheduled to be paid in ~~two (2)~~ four (4) equal installments: ~~\$1,250~~ \$1,000 in the ~~September 1, 2021, or September 8, 2021~~ October 27, 2021, or ~~November 3, 2021~~ check and ~~\$1,250~~ 1,000 in the ~~December 1, 2021~~ January 19, 2022, or ~~December 8, 2021~~ January 26, 2022 check, \$1,000 in the January 26, 2022, or February 2, 2022 check and \$1,000 in the March 9, 2022, or March 16, 2022 check, depending on the employee's payroll cycle.

All members of the bargaining unit will receive an increase in the amount of 1.27 percent (1.27%)

All members of the bargaining unit whose percentage increase is less than any salary increase received by any other OCPS employee for the 2021-22 School Year will receive an additional increase of the percentage difference.

Appendix E

OESPA COUNTER TO DISTRICT PROPOSAL #2

Bonus for Classified Employees

July 30, 2021

Bonus for Classified Employees

The Orange Education Support Professionals Association, the Orange County School Board and the Superintendent recognize and value the work performed by the classified employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding classified personnel with a one-time bonus in the amount of \$1,000 per classified employee.

Governor Ron DeSantis and the Florida Legislature provided a \$1,000 bonus for full-time classroom teachers. This bonus excludes our valued classified employees and we wish to recognize them as well.

This \$1,000 bonus will be distributed to all classified personnel hired in benefited positions on or before May 28, 2021. All eligible, classified personnel must have an active employment status on the date the bonus is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and date of payout who otherwise are eligible to receive the bonus will be included.

The bonus is to be paid on the September 1, 2021 or September 8, 2021, check depending on the employee's payroll cycle.

Appendix F

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

Article XVI

Fringe Benefits

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the OCPS Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in- network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.
 - a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in- and out-of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section ~~48~~ 15 below.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be able to choose from an in-network only option OR in-network and out-of-network for doctors, hospitals and pharmacies. The Health Reimbursement Account (Plan B) product is the option with in-network and out-of-network coverage. The deductible in the Health Reimbursement Account plan (Plan B) will be ~~\$2,000~~ 3,000

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

individual/~~\$4,000~~ 6,000 family in-network and \$3,000 individual/~~\$6,000~~ family out-of-network for medical.

In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, September) shall apply toward the next plan year for all plans, In-Network coverage. Deductibles and Maximum out of pocket are on a plan year basis for all plans. In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network (Plan A), contracted provider network shall require a \$35 co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. The employee shall be responsible for payment of all specified deductibles, co-insurance and copayments and premium costs as specified in the Plan Document.

5. Beginning with plan year ~~2020-21~~ ~~2021-22~~ **2022-23 and continuing through plan year 2022-23 2023-24** the ~~Health Reimbursement Account (Plan B) and the OAPIN (Plan C)~~ **SureFit Plan** shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a ~~\$55~~ 60 charge for formulary drugs for a 30-day supply and a ~~\$90~~ 100 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. **A \$100 per person deductible (maximum three (3) deductibles per family) will apply to non-generic prescriptions and copayments will apply once the deductible is met.** (Certain non-formulary drugs may be provided at a participating network pharmacy for a ~~\$60~~ 90 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the **Pharmacy-Benefit Management Company pharmacy benefit manager vendor.**)

The Local Plus OAP In-Network (Plan A), **Health Reimbursement Account (Plan B) and the OAPIN (Plan C)** products shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

supply; a 10% coinsurance/~~(minimum \$55 60; maximum \$300) co-pay~~ charge for formulary drugs for a 30-day supply; a 10% coinsurance/~~(minimum \$90 100 and maximum \$300) co-pay~~ for medications more than \$1,500 for a 30 day supply at participating network pharmacies. **A \$100 per person deductible (maximum three (3) deductibles per family) will apply to non-generic prescriptions and coinsurance will apply once deductible is met.** (Certain non- formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum ~~\$60 90~~ co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the **Pharmacy Benefit Management Company pharmacy benefit manager vendor.**)

6. In the Health Reimbursement Account (Plan B) product, hospice treatment in- network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.
7. Second opinions are covered as outlined in the plan.
8. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
9. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.
10. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
11. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.
12. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

13. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a \$500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
14. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
15. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 - a. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.
 - b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - (1) The illness is life-threatening
 - (2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

Medical Association, or the Food and Drug Administration.

- c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

- B. **The SureFit health plan has an annual \$1,500 individual/\$3,000 family maximum out of pocket for in-network pharmacy. All three health plans have an annual \$1,000 individual/\$2,000 family maximum out-of-pocket for in-network pharmacy. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.**

- C. Telemedicine Benefits

~~Effective October 1, 2016, CIGNA introduced a new program called CIGNA MDLive. A telehealth program will be offered through the medical coverage which allows members to access a physician. This program provides physician consultations for certain illnesses either by phone or by online secure video to help treat non-emergency medical conditions, thereby providing 24/7 access for plan members. The co-pay for this service is \$10 per consultation. Important program benefits include the following.~~

- ~~* It is provided by CIGNA~~
- ~~* Plan members can contact a provider either by phone or online video chat.~~
- ~~* Providers are available 24 hours a day, 7 days a week, 365 days a year.~~
- ~~* The copay for the online consultation is \$10 per consultation versus the regular office visit co-pay under certain plans.~~
- ~~* The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)~~

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered

OESPA COUNTER TO DISTRICT PROPOSAL #4 – AMENDED
Health Insurance
July 30, 2021

by this program.)

Appendix G

OESPA PROPOSAL #7
Educational Paraprofessional – Severely Handicapped – Certified
July 30, 2021

1. Eliminate Industrial Physical Capability Screening for current Ed Paraprofessionals.

Appendix H

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
THE ORANGE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

This Memorandum of Understanding is made on this _____ day of _____ 2021, by and between the School Board of Orange County, Florida (District) and the Orange Education Support Professionals Association (OESPA).

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the 2021-2022 School Year as it relates to COVID-19 procedures.

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for Orange County Public Schools as follows:

Health and Safety

1. The procedures contained herein apply to all facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed to by the parties in writing. The District will also consider the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County, to the extent not in conflict with the CDC.
2. The District will conduct daily health checks, including temperature screening and symptom checking of staff and students, before students and staff enter each school. The District may request, but cannot require, any bargaining unit employee in addition to School Health Assistants and/or Nurse, LPN to perform temperature checks.
3. Classified employees who assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. Persons who have a fever of 100.4 F (38.0°C) or above or other signs of COVID-19 related illness should not be permitted to work..
4. Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.
5. The District will strongly encourage parents and employees to conduct at-home temperature checks before coming to school including – but not limited to – a special electronic correspondence and statement on OCPS social media platforms.
6. The District will do the following:
 - a. Provide transparent wellness screens at public reception areas and replace as necessary.
 - b. Provide necessary protective supplies for all bargaining unit employees.
 - c. The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
 - d. The District will include a record of changes within the procedures manual. A link to the document will be placed prominently on the District website.

e. Comply with CDC guidelines and recommendations from the Florida Department of Health and local health officials as stated in Paragraph 1.

f. Inform OESPA and all employees at the worksite whenever a student, employee or visitor at a worksite has tested positive for COVID-19. OESPA will be provided with a weekly update of these worksites.

7. Any bargaining unit employee required to miss work by The District because of COVID-related circumstances will be placed on medical relief of duty with pay. This shall be retroactive to June 1, 2021.

8. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or agree to free the District of any liability associated with contracting COVID-19 at work.

9. Other than potential loss of accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.

10. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.

11. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID-19 pandemic period during the school year 2021-2022 only on approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of request being submitted.

12. The District will approve or deny COVID-19 related accommodation requests under the Americans with Disabilities Act in a timely manner.

13. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.

Training

14. The District shall provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies; and how to de-escalate situations in which students refuse to follow protocols.

Transportation

15. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.

16. Bus operators shall be given thirty (30) additional minutes at the end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.

17. If a route has a monitor, the bus operator and monitor shall be given fifteen (15) minutes at the end of the morning and afternoon run(s) to sanitize window sills, all seats and high touch areas of the transportation vehicle.

18. Bus operators and monitors who interact with students with disabilities shall be provided with the necessary protective equipment.

19. Based upon availability, a monitor may be assigned to a bus to ensure student compliance with COVID-19 procedures.

Emergency Worksite Closure

Bargaining unit employees will continue to be paid their regular rate of pay if the District closes their worksite due to a COVID-related emergency.

Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until December 31, 2021, unless otherwise mutually agreed to by the parties in writing.

Appendix I

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
THE ORANGE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

This Memorandum of Understanding is made on this _____ day of _____ 2021, by and between the School Board of Orange County, Florida (District) and the Orange Education Support Professionals Association (OESPA).

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement **for 2021-2022 School Year as it relates to COVID-19 procedures regarding the opening of schools through December 2021.**

NOW, THEREFORE, the parties mutually agree ~~on the best practices and safety procedures for Orange County Public Schools~~ as follows:

Health and Safety

1. The procedures contained herein apply to all facilities wherein bargaining unit employees work ~~and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed to by the parties in writing.~~ The District will ~~also~~ consider the recommendations of Center of Disease Control and Prevention ("CDC") and/or local health officials ~~and industry guidance and best practices~~ as appropriate to Florida and Orange County, ~~to the extent not in conflict with the CDC.~~
2. ~~The District will conduct daily health checks, including temperature screening and symptom checking of staff and students, before students and staff enter each school. The District may request, but cannot require, any bargaining unit employee in addition to School Health Assistants and/or Nurse, LPN to perform temperature checks.~~
3. ~~Classified employees who assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. Persons who have a fever of 100.4 F (38.0°C) or above or other signs of COVID-19 related illness should not be permitted to work.~~
4. Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.
5. ~~The District will strongly encourage parents and employees to conduct at home temperature checks before coming to school including but not limited to a special electronic correspondence and statement on OCPS social media platforms.~~
6. The District ~~do the following~~ **will keep employees and the community informed via the COVID-19 Dashboard. The District will do the following:**
 - a. Provide ~~transparent wellness screens~~ plexiglass at public reception areas and replace as necessary.
 - b. Provide necessary protective supplies for all bargaining unit employees.
 - c. The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.

d. The District will include a record of changes within the procedures manual. A link to the document will be placed prominently on the District website.

~~e. Comply with CDC guidelines and recommendations from the Florida Department of Health and local health officials as stated in Paragraph 1.~~

~~f. Inform OESPA and all employees at the worksite whenever a student, employee or visitor at a worksite has tested positive for COVID-19. OESPA will be provided with a weekly update of these worksites.~~

7. Any fully vaccinated or approved reasonable accommodation bargaining unit employee required to miss work by ~~T~~the District because of COVID-related circumstances will be placed on medical relief of duty with pay for the time prescribed by the FDOH Orange County. ~~This shall be retroactive to June 1, 2021.~~

~~8. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or agree to free the District of any liability associated with contracting COVID-19 at work.~~

9. Other than potential loss of accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.

10. After being informed by employees, ~~S~~ite ~~A~~dministrators will address any student non-compliance with health and safety protocols ~~immediately upon notification~~ promptly.

~~11. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID-19 pandemic period during the school year 2021-2022 only on approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of request being submitted.~~

12. The District will approve or deny ~~COVID-19 related~~ reasonable accommodation requests under the Americans with Disabilities Act ~~in a timely manner~~ as soon as possible based upon the order the request is received.

~~13. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.~~

Training

14. The District shall provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies; and how to de-escalate situations in which students refuse to follow protocols.

Transportation

15. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.

16. Bus operators shall be given thirty (30) additional minutes at the end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.

17. If a route has a monitor, the bus operator and monitor shall be given fifteen (15) minutes at the end of the morning and afternoon run(s) to sanitize window sills, all seats and high touch areas of the transportation vehicle.

18. Bus operators and monitors who interact with students with disabilities shall be provided with the necessary protective equipment.

~~19. Based upon availability, a monitor may be assigned to a bus to ensure student compliance with COVID-19 procedures.~~

Emergency Worksite Closure

~~Bargaining unit employees will continue to be paid their regular rate of pay if the District closes their worksite due to a COVID-related emergency.~~ **Based on operational need, the District will make every reasonable effort to deploy bargaining unit employees to alternate worksites due to emergency worksite closures. Employees will continue to be paid their regular rate of pay when deployed.**

Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until December 31, 2021, unless otherwise mutually agreed to by the parties in writing.

Appendix J

MEMORANDUM OF UNDERSTANDING #7
2021-22 School Opening
July 30, 2021

This Memorandum of Understanding is made on this _____ day of _____ 2021, by and between the School Board of Orange County, Florida (District) and the Orange Education Support Professionals Association (OESPA).

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the opening of schools through December 2021.

NOW, THEREFORE, the parties mutually as follows:

Health and Safety

1. The procedures contained herein apply to all facilities wherein bargaining unit employees work. The District will consider the recommendations of Center of Disease Control and Prevention ("CDC") and/or local health officials as appropriate to Florida and Orange County.
2. Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.
3. The District will keep employees and the community informed via the COVID-19 Dashboard. The District will do the following:
 - a. Provide plexiglass at public reception areas and replace as necessary.
 - b. Provide necessary protective supplies for all bargaining unit employees.
 - c. The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
 - d. The District will include a record of changes within the procedures manual. A link to the document will be placed prominently on the District website.
4. Any fully vaccinated or approved reasonable accommodation bargaining unit employee required to miss work by the District because of COVID-related circumstances will be placed on medical relief of duty with pay for the time prescribed by the FDOH Orange County. This shall be retroactive to July 1, 2021, for 12-month employees only.
5. Other than potential loss of accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.
6. After being informed by employees, site administrators will address any student non-compliance with health and safety protocols promptly.
7. The District will approve or deny reasonable accommodation requests under the Americans with Disabilities Act as soon as possible based upon the order the request is received.

Training

8. The District shall provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies; and how to de-escalate situations in which students refuse to follow protocols.

MEMORANDUM OF UNDERSTANDING #7
2021-22 School Opening
July 30, 2021

Transportation

9. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
10. Bus operators shall be given thirty (30) additional minutes at the end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.
11. If a route has a monitor, the bus operator and monitor shall be given fifteen (15) minutes at the end of the morning and afternoon run(s) to sanitize windowsills, all seats and high touch areas of the transportation vehicle.
12. Bus operators and monitors who interact with students with disabilities shall be provided with the necessary protective equipment.

Emergency Worksite Closure

13. Based on operational need, the District will make every reasonable effort to deploy bargaining unit employees to alternate worksites due to emergency worksite closures. Employees will continue to be paid their regular rate of pay when deployed. This provision does not guarantee deployment to an alternate worksite.

Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until December 31, 2021, unless otherwise mutually agreed to by the parties in writing.

For School Board of Orange County, Florida:

For Orange Education Support Professionals
Association:

James Preusser
Senior Executive Director, Human Resources

Ron Pollard
President

Appendix K

MEMORANDUM OF UNDERSTANDING #7
2021-22 School Opening
July 30, 2021

This Memorandum of Understanding is made on this 30th day of July 2021, by and between the School Board of Orange County, Florida (District) and the Orange Education Support Professionals Association (OESPA).

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the opening of schools through December 2021.

NOW, THEREFORE, the parties mutually as follows:

Health and Safety

1. The procedures contained herein apply to all facilities wherein bargaining unit employees work. The District will consider the recommendations of Center of Disease Control and Prevention ("CDC") and/or local health officials as appropriate to Florida and Orange County.
2. Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.
3. The District will keep employees and the community informed via the COVID-19 Dashboard. The District will do the following:
 - a. Provide plexiglass at public reception areas and replace as necessary.
 - b. Provide necessary protective supplies for all bargaining unit employees.
 - c. The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
 - d. The District will include a record of changes within the procedures manual. A link to the document will be placed prominently on the District website.
4. Any fully vaccinated or approved reasonable accommodation bargaining unit employee required to miss work by the District because of COVID-related circumstances will be placed on medical relief of duty with pay for the time prescribed by the FDOH Orange County. This shall be retroactive to July 1, 2021, for 12-month employees only.
5. Other than potential loss of accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.
6. After being informed by employees, site administrators will address any student non-compliance with health and safety protocols promptly.
7. The District will approve or deny reasonable accommodation requests under the Americans with Disabilities Act as soon as possible based upon the order the request is received.

Training

8. The District shall provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies; and how to de-escalate situations in which students refuse to follow protocols.

MEMORANDUM OF UNDERSTANDING #7
2021-22 School Opening
July 30, 2021

Transportation

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10. Bus operators shall be given thirty (30) additional minutes at the end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.
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12. Bus operators and monitors who interact with students with disabilities shall be provided with the necessary protective equipment.

Emergency Worksite Closure

13. Based on operational need, the District will make every reasonable effort to deploy bargaining unit employees to alternate worksites due to emergency worksite closures. Employees will continue to be paid their regular rate of pay when deployed. This provision does not guarantee deployment to an alternate worksite.

Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until December 31, 2021, unless otherwise mutually agreed to by the parties in writing.

For School Board of Orange County, Florida:


James Preusser
Senior Executive Director, Human Resources

For Orange Education Support Professionals
Association:


Ron Pollard
President