

# MINUTES

CTA CBLT

CTA Office

August 3, 2021

## In Attendance

LeighAnn Blackmore	District	Matthew Hazel	CTA	Megan Oates	CTA
Albert Davies	CTA	Laketa Jimenez	CTA	James Preusser	District
Wendy Doromal	CTA	Scott Lindsey	District	Maribel Rigsby	CTA
Ian Gesundheit	District	Clinton McCracken	CTA	Ladara Royal	CTA
Farrah Hawkins	CTA	John McHale	District		

## Additional Attendees/Guests

Lucia Piva	CTA	Mark Richard	CTA	Jackie Saccamano	District
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## Minutes

<b>James Preusser</b>	Okay, good afternoon. Can you hear me okay Wendy?
<b>Wendy Doromal</b>	Hi! Good Afternoon Jim. I am trying to unmute me.
<b>James Preusser</b>	No problem, I am not having any problems with my computer today.
<b>Wendy Doromal</b>	Yes, you sound good.
<b>James Preusser</b>	Maribel is in the room making some adjustments. We are ready when you are.
<b>Wendy Doromal</b>	Okay. So we do have a counterproposal that Maribel will get up on the screen and then we can present it to you. If that is ok? (See Appendix A)
<b>James Preusser</b>	Sounds good, we will listen. We will hold any comments until you're finished. Thank you.
<b>Mark Richard</b>	We're going to put two versions on the screen, we're going to put a side by side one that's completely clean. Okay, there we go. And one that uses, which no offense I'm not particularly fond of, but uses the sort of methodology of redlining a bold and un-bold to show changes. And we've also yellowed those to show where we've made compromises are accepted language.
<b>James Preusser</b>	Alright, I appreciate that.
<b>Wendy Doromal</b>	Maybe it would be helpful if we could send it to the District?
<b>James Preusser</b>	Sure, if you want to send it to LeighAnn and myself, and Scott Lindsey, we will then have an opportunity to look at it during caucus. But I do appreciate that. And

	<p>we will listen to your proposal. And we'll hold all comments until you're finished. Thank you.</p>
<b>Mark Richard</b>	<p>So we'll just we'll do a screen split in a moment. And we'll explain that.</p> <p>So just so everyone who's watching and your team, the right side, should be CTA proposal number two, dated today. And except for an error or two, it is clean, if you will.</p> <p>And we stay with the same paragraph. So if a paragraph came out completely where we agreed with you, and we removed it, we'll just put left blank intentionally there. So that one, paragraph one and one, and 22 and 22 always line up. And we're always working from 27 numbered paragraphs, even though later if we reach a deal, we'll do a renumbering. And then on the left side, which I want to use, we followed what you had recommended or been using for a while. Again, it may be a little confusing. So where it's underlined and bolded, we're putting back our language that your offer took out, more or less. And, where we've made movement, either as a compromise or taking your language, we've put it in yellow. And you'll see there's quite a bit of movement here as well.</p> <p>We do want to start by saying we are, our members are not going to approve, based on the feedback we're getting, an MOU you that differs from last time, which allows you to change it at will.</p> <p>And so that introductory paragraph that says this will, you know, in essence prevail, was old language and to have an agreement that can be changed unilaterally means we have no agreement, it just doesn't work. And we'd rather put that up on the table. The members see no path to being, again, how do I say this, I'm going to share with what Wendy as a leader is hearing from 1000s of our members. It is not directed at any of you personally, they do not believe and trust the bona fides of the District. We're just sharing this with you. You all can do with it with what you want. It is as if they're calling a 911 operator and have no faith anyone will pick it up or pick it up and respond.</p> <p>And so if we get anything loud and clear, you would be startled and I wish you all would partner with us to try to change it. But there is a lack of confidence in the District that is coming through on multiple levels that we need to fix. We all need to do that together. That being said, Wendy, shall I walk them through where we are?</p>
<b>Wendy Doromal</b>	<p>And I'll just say for the first paragraph and I know you're going to say too, is that we cannot agree to a MOU that ends in December. We absolutely are here, we're always open to bargaining. And of course, if there was a change, like the cases went way down, hospitalizations went way down, children were able to be vaccinated, and there was a change in the community outbreak, we would absolutely expect to change the guidelines.</p> <p>So but we don't want it to dictated to by the District. And we don't, like Mark said, trust the District, that we've got safety and procedures manual, 88 pages, leaving us just hanging out there with no protection.</p>
<b>Mark Richard</b>	<p>Yeah, and one other thing that and again, you don't have to respond, feel free not to. But we're looking at that we now need to go two years to do arbitrations,</p>

	<p>according to you all, we're not accepting that. We, every single time we send something forward, almost always, we don't get it back in the time that we thought we'd get it. This whole bargaining and what happened on that weekend, we've heard your version, and we're not going to judge you. We're just going to say evidence shows us. The forensics show us that you all will delay everything. You will never agree to waive special magistrates, things get strung out to the last minute, every arbitration, I don't know a place that, you know, pretends that what you know about how difficult it is to get to arbitrations and people can't move on. There isn't anything from the teacher's point of view that they feel they have faith in anymore. And so we're just being blunt. And so we need an MOU. That is fair to both sides that make safety the priority for children, parents, for you, for everyone on campus. But if it is not enforceable, there's no path in our teachers minds, because, frankly, the word of the District is meaningless to them. And even when we do have an ability to go to court, or arbitration, you guys fight us on everything, tooth and nail. So if a teacher tomorrow has an arbitration, we have to tell them, it's more than a year out. Under your rule, which we don't agree, and a court will have to figure that out. But just know that at the center of this is an absolute ironclad commitment that Wendy's giving to the teachers, that this will be as enforceable legally and morally as it can be, because we do not trust the partners we're dealing with. And I'm not seeing anywhere the difficulty of getting an arbitration set. I don't see folks that wait to the last minute to send us things. I don't see folks that say around the state, work on this, send it to me, so I can move this quicker. And when we literally almost urge you on safety issues to move with all deliberate speed, it's with a snail's pace, and we can't take it anymore. And so we have to draft this in an honest way for both sides. We've made a lot of movement here. But the centerpiece of it is safety. And the second centerpiece is it's got to be enforceable. And there can be nothing in here that says trust us, because it is a sad day that we are in a situation, not Wendy, not the union, not the lawyer. But if you do a climate survey, you will be stunned. It's bad out there. And together, we got to fix it. And this would be a great way to send a message that you will not only agree with us on safety, but you will stand by your word and allow it to be enforced. And that's the centerpiece. So let's go.</p>
<b>James Preusser</b>	Let me respond, Mark, let me at least respond to that.
<b>Mark Richard</b>	Yeah. Sure.
<b>James Preusser</b>	<p>So, so first, first and foremost, I haven't seen your proposal yet, so I'm not going to make any comments on it. I trust what you're saying that you have movement, we'll see when you present it. So, I'll wait to see that. And I'll wait for any commentary on that to be fair, to the Union and to CTA. But in terms of the arbitrations, that has nothing to do with this MOU. There's already a binding response from an arbitrator who gave an arbitration award relevant to that, and provided feedback on that. If you want to challenge that, that's up to you, that has nothing to do with these discussions. I'm not sure why you brought it up. But of course, you have the right to challenge it and to go down the path that you need to go down, we're going to go down the path that we need to go down on the arbitration. And again, the arbitrator already ruled on it. So that is, this is not the place for that discussion. That's all I'm going to say. You disagree with that. That's</p>

	fine. No problem with that. We'll let it go down the path that needs to go down. Alright, with that being said, let's move on to the proposal. Because I would love to hear what it is.
<b>Mark Richard</b>	Well, I am going to respond. First of all, thank you for telling me what is or isn't my place. The reason we don't make progress is you're not listening. I'm going to talk to you as a human being to a human being, a professional to professional. We're trying to tell you that we need in this agreement, the one we're looking at, we're not going to agree, the members do not want us to agree to something that you can change it at will. And then the last MOU, it said that if there was a conflict between board policy, or what have you, the MOU prevailed. So we knew we had an actually enforceable agreement. You've walked in, and I just use the other as an example, every day, we're seeing something that indicates to us to the members delay, confusion at the school site, lack of care about people's fears, you all can give us words, we watch your feet, not your lips, we can't use your lips because of the mask. But we watch people's feet. And the marching of the administration in certain parts of the school system, not everywhere, is actually we find frightening. We're just being blunt. Parents are finding it frightening. Pediatricians are finding it frightening. Go on social media and see what they're saying. So, but that's not good for any of us. We want to partner with you. So the reason I brought up the arbitrations is its one more example, that delay is your middle name, breaking promises is your last name. I'm just being blunt about it. We're, I don't have this everywhere else. So it can't be me. It can't be Wendy. It can't be FEA. We don't understand it. And then there are times we do great together. We're not you rush to get our other colleagues when we care for to get something on paper, we get it. We're not stupid. But everything is to move something when we can't get there to look us in the eye and say an arbitrator, why don't you look the teacher in the eye and say, we're not going to get to your case for a year? Nobody talks like that. And so yeah, we are going to challenge it. We already in the process, it is relevant, I am going to bring it up. Because we have to build this on our teachers marching orders. And their marching orders are we've lost faith. And you all should really reflect on that. It's real. It's not the posturing, we have results to show it. We hear it every day. And if we want to go ahead and put something up about do you trust this District to keep its word, Dr. Jenkins, all the people from whom I do have respect, I think would want to do a reset, and say how did we lose our way as administration so that the people in our village are losing trust and faith. And hopefully this MOU gives us a path to rebuild that. So let's go to number one.
<b>James Preusser</b>	Hold on, hold on, hold on. Let me let me just this is the last thing I'm going to say.
<b>Mark Richard</b>	Sure. Sure.
<b>James Preusser</b>	So all I was simply doing was bifurcating the two. That's fine if you want to align them together. I don't have a problem with that you're entitled to your opinion. But the arbitrator already made a ruling, which is binding. If you want to challenge that you can do that. I have no discern let me let me let you talk. I let you talk with your interruption. You didn't say one word.
<b>Mark Richard</b>	Go ahead.

<b>James Preusser</b>	Are you good? Okay. So that's fine. That's distinct and separate, I understand that you haven't even started presenting your proposal. So you don't even know what my response is going to be. So let me hear your proposal. I said I would listen to your proposal. So now I'm going to do that you're going to mute myself, go ahead, please.
<b>Mark Richard</b>	I have to respond because you mislead people. We don't allow that in our classrooms. An arbitrator in one case responded of which we are challenging. We do not believe that's dispositive beyond any other case, you believe it is. And the essence is the District is maintaining, which we disagree, that it that the parties set cases in such that you have to wait a year for your case. And then if a case is urgent, it can't be moved up. If a case needs to be traded out with a less urgent case, you all aren't going to do that. That's what you said. And that's the kind of gamesmanship and embarrassing behavior that you all got to live with. Who gets excited about saying, even if you won that case, and you got that ruling that we think is only applicable to that case, but even if that's true, who gets excited to say: "Ladies and gentlemen, teachers, if you have an arbitration that's timely or urgent, we're sorry, it's going to take a year and we won that." As opposed to we're going to resolve disputes together in the most orderly fashion to keep our eye on the prize, which is the life of the mind of the child. And you're bragging about winning something.
<b>James Preusser</b>	Bragging? No.
<b>Mark Richard</b>	Yeah bragging, yeah you're all excited. You're just excited. So to all the teachers, they're excited that it takes a year. They think it's great that it takes a year to get an arbitration set. And if you need an emergency ruling or any other expedited ruling they don't want to hear it.
<b>James Preusser</b>	No, Sir, let me just last thing I'll say. No one is excited. You're blending the high school pilot arbitration with the MOU health and safety procedures discussion, and the health and safety MOU.
<b>Mark Richard</b>	I'm not Jim.
<b>Jim Preusser</b>	I know you're trying to align what you think is, I guess bad behavior from the District? I don't know what you are saying. So go ahead and proceed.
<b>Wendy Doromal</b>	Let me share what is my interpretation, and what I'm seeing is that Mark is trying to say there's a serious problem in the District with lack of communication, collaboration, meeting halfway, and its poison.  All the trust teachers in the Union have for the District. So we're hoping it'll turn around. And I think we should move on and get through this. So go ahead, Mark.
<b>Mark Richard</b>	And we tried to base this on bridging that trust. Okay, so let's put them back up. And we'll go through it.  All right. Again, the right is clean, I'll go to the one on the left. So we are staying at August 2021. But you were right. It's August now. So we moved from July to August. That's a change that has no meaning other than to be correct. And then coming down to the next yellow.

	<p>So let me back on track. The next paragraph that's all black right there. We're going back to our language that you took out. That is the whole point of my presentation. That paragraph is essential and critical, because of the whole trust discussion, if we don't agree with you on and Wendy so artfully described, this MOU has to prevail. Its language you signed off before. Then the seven days, as you know, we've compromised here from the 10, you had three, we've compromised at seven. Right. And we also took out the Procedures Manual, which you had taken out there, that last line and so we've taken that out as well. So that's yellow, going on to paragraph one, right?</p>
<b>Wendy Doromal</b>	Mark?
<b>Mark Richard</b>	Yep.
<b>Wendy Doromal</b>	<p>Do you mind if I say something? Maribel, can you scroll back up? Okay. I just wanted to say that the first sentence, we removed December 2021, and put it back to the school year because we don't feel we can go through this horrible process over and over. And we believe that if there is some big change, like I said before, we're willing to absolutely go immediately to the table, and we'll be there. And just a clarification on the yellow line on the bottom. We didn't take out the health and procedures manual. What we took out was the through the contracted joint committee. And that was taken out by both of us.</p>
<b>Mark Richard</b>	Correct.
<b>Wendy Doromal</b>	That was not there. Okay. I just wanted to make sure.
<b>Mark Richard</b>	Jim, that last line in the preamble paragraph that stricken through, meets your strike through so we agree with you on that strike through.
<b>James Preusser</b>	It shouldn't be yellow then?
<b>Mark Richard</b>	It is yellow.
<b>James Preusser</b>	You said the yellow items is where you made movement.
<b>Mark Richard</b>	Yeah, movement, meaning we're accepting your strike through.
<b>James Preusser</b>	Very good. Keep going.
<b>Mark Richard</b>	Does that make sense? Jim?
<b>James Preusser</b>	It does, just clarifying. Yeah, sorry, keep going.
<b>Mark Richard</b>	<p>So you made a point, a minor point that was correct on paragraph one with the executive order. So we changed it to any executive order. Because the one is not there, and one should come up, up. So I think that's a technical point that was made that we agree with you.</p> <p>And we put everything else back in that the CDC guidelines. For everybody watching the old language that's underlined, were things in our original proposal from the teachers and this and the educators that the District took out of their paragraph one, and our counteroffer is putting it back in. So we're saying that it shall be implemented in accordance with the CDC guidelines. And the rest you've seen before. Paragraph two, you took out and we put it back in, it's critical. They that you shall limit non-essential school site and classroom visitors. And this whole</p>

	<p>paragraph is to sort of lower the human interaction where appropriate to try to combat the Delta variant and the Coronavirus. So we're back to our original proposal that you did not accept. We're asking you to accept it.</p>
<b>Wendy Doromal</b>	<p>I just want to say I think this is really, really important because of course, right now we're over 18% positivity rate, we have the highest number of cases we've ever had. So we want to take every precaution we can to protect everyone in the school setting. And this is something we had in all our other MOUs, and we needed to stay here to provide that extra caution, especially since right now the School Board is saying that masks are optional. So that puts every single person out higher risk, according to the CDC, members of your Medical Advisory Committee and the American Academy of Pediatrics.</p>
<b>Mark Richard</b>	<p>Going to paragraph three. We do think the word update should be there but this is things get updated because of the ever changing day nature of this unpredictable unseen virus We did. Thank you made the right wording. So this was a word wording that updating is incredibly important. Then we went back, you took out A through H in yours. And they are just too important, we think you are going to do them hopefully anyway, in terms of disinfection, isolation and targeting school closures where necessary. No one would approach a safety crisis any other way. It was in our old one. This is language you originally signed off on, you inked it, the Board approved it and we do not think it is right to take it out and take it away from being enforced. So on paragraph three, we put those back in that you took out.</p> <p>Paragraph four we made change. The second part that's yellowed, said employees are tested or had direct contact will be placed on medical duty. We understood your point. So we're agreeing on Paragraph four to remove that language to the end of the paragraph with the word staying. So that's our first acceptance of a major change on your part. So in essence, we have a match on paragraph four.</p> <p>Paragraph five, Wendy, stop me if I make an error or you need to correct or add. Number five we made some changes. This is a big change in terms of something that you proposed. And as a result on five, fully vaccinated or approved reasonable accommodation so that could be for religious reasons, or you're allergic to the vaccine or your doctor, your medical caregiver believes you shouldn't take it for medical /clinical isn't so we understood what you we're going through there. I'm trying to think, we left in, we took out the federal benefits and I believe the rest of it speaks for itself. So there is movement there in the proposal. Go ahead, Wendy.</p>
<b>Wendy Doromal</b>	<p>Just want to say we think it's really important the people who are sick go home. I think it's personally I think it's really important that employees are given paid medical leave, if they do get COVID. And the reason I say that is because if they don't, they'll go to work anyway, because they don't make a lot, and they have to feed their families and pay their bills. So you're really endangering other people. We're going to, if you're not going to give them medical leave, and you have \$850M in ESSER money, and you could use some of that for that, then we're going to see a lot of employees going into school, some worksites, who could have COVID. You know, they're not going to bother getting tested and they could be spreading. So</p>

	we want to make sure that people who have symptoms stay at home and they don't have to worry about paid days or using their own sick time.
<b>James Preusser</b>	Just a comment on that. So you agree with the proposal on number five? That was our proposal on the paid medical leave. So you agree to it?
<b>Mark Richard</b>	Yes.
<b>James Preusser</b>	Very good. Keep going.
<b>Maribel Rigsby</b>	Mark, can I add something?
<b>Mark Richard</b>	Yes, please.
<b>Maribel Rigsby</b>	We would like to clarify what reasonable accommodations are? Does that include like medical or religious and we just want to clarify that that will be the case.
<b>James Preusser</b>	Yes, I said that in the last bargaining session, that would be applicable.
<b>Mark Richard</b>	We heard you, we appreciate and we wanted to reinforce that.
<b>James Preusser</b>	Right. It would go through our legal team they would review, and we would follow the law.
<b>Mark Richard</b>	<p>All right, very good that that's a match then.</p> <p>Again paragraph six, you made the point that this one was governed by statutory and administrative rules for at least this one. We agree. So we're willing to strike six and accept you're striking of it. And so we have a match that six would come out of the MOU because it's governed by law.</p> <p>Number seven, we don't agree that you took out seven. So again for folks watching this if it's in bold and we've got an underline and not yellow the district's offer the other day took our original language out. We're putting our original language back. So we are in this counter putting paragraph seven back as originally was, we reject your removing of it. We do not want our teachers having to sign any waivers of any liability...</p> <p>And in paragraph eight we are back to our original language now. We did strike you're language where possible large meetings will be virtual. That was yours, we're not accepting it. So we are going back to our original paragraph eight.</p>
<b>Wendy Doromal</b>	So I'm sorry. I just wanted to clarify that any time we see "where possible" or "when feasible", what it means is the District has the control to decide. So there's no real firm language here. It's like saying that doesn't exist. Because you could say: "Well, that wasn't possible. Well, in that case that was impossible. We don't think that's feasible." So we know that we have learned from experience. You have to have firm language that protects all the members of our bargaining unit as far as that.
<b>James Preusser</b>	Can I ask a quick question? I'm sorry.
<b>Mark Richard</b>	Sure.
<b>James Preusser</b>	But in the two sentences before that, it says where legal and possible. And in the sentence right after that, "where possible". So you're in agreement with that language because you put it back in.



<b>Mark Richard</b>	Correct. But we tried to modify that around the open house.
<b>James Preusser</b>	Okay I understand...
<b>Mark Richard</b>	We are trying to narrow it because it doesn't make sense...
<b>James Preusser</b>	I understand Mark. I'm not questioning it. I'm just asking because of the statement that Wendy just made. The word possible is in both of those sentences, so I want to make sure I understand.
<b>Wendy Doromal</b>	Let me be really clear. Our MOU is based on CDC guidance, and CDC guidance now CDC guidance is not recommending face-to-face meetings without masks and the District has an optional mask mandate. So to me, the interpretation would be right now considering community outbreak that would not be possible to have those meetings they would have to be virtual. Unless for instance, there was an ESE student or parent who needed face-to-face meeting or another valid reason.
<b>Mark Richard</b>	We hear you Jim, there are times we use it, times we don't, it makes us concerned. So, we're just trying to say given this virus, given that 12 year olds and under don't get the vaccine. Right? Given the positivity rate in Orange. Given that Florida is the number one state I believe in hospitalizations per 100,000. Florida is a mess and the epicenter, no one's fault, here, on this line of the virus. Why would we want to have PLC meetings, faculty meetings, any of these things that could be accomplished virtually, and not hurt the student? At the same time? Why would we not want to do that and create any risk? There's no....
<b>James Preusser</b>	I understand.
<b>Mark Richard</b>	And you would agree this last time, these are from the old MOU. So paragraph 9 we have a match, right? Until the last paragraph, I believe. There we go. You asked us to take out the sentence, teachers will be permitted to wear scrubs or casual clothing. And we have agreed to that. On paragraph nine, I don't know if you see that Jim right there where it's the scrubs at the top of the page?
<b>James Preusser</b>	Yes, I see the movement.
<b>Mark Richard</b>	And then the same thing here the District will provide and then you wanted the words: "if requested". We're accepting you're requested and the Plexiglas barriers and we have accepted your proposal on the sentence in that paragraph. We are, however, putting back in that social workers shall not be required to meet face-to-face in the room with more than one student if six feet of distance and cannot be maintain.  Again language that you took out language you've previously agreed too, and that's where we are. But there's some movement there on paragraph nine.  Paragraph 10, you removed, and we're putting it back in. Its language you've previously agreed to, will not be required to conduct home visits. And at this point in time to be doing that, this is where we do not in any way, shape or form feel like you know, the District has our back. I just don't understand. And we don't want to do that to the homes of the folks we're going into. So we put 10 back in, that you took out. It's the language you've previously agreed to.

	<p>11 was a compromise. So we had in 11 you struck out all of 11. We put back all of our language and you originally agreed to, bargaining unit employees, including social workers, psychologists may conduct and participate, IEP meetings and 501, etc. by conference call. You made up explanation about where feasible So we came towards you and we put unless a face-to-face meeting is requested by the parents. So that is a compromise position coming towards your position.</p> <p>Paragraph 12 you can see that you took out every Anything that's underlined and we put those back in including the KN95. That is a big issue. We are hearing that's going on across country and in this state. The pediatricians the doctors, if we go back to 12. There is no way that the science, the majority of parents there is a consensus in the medical community, consensus it is overwhelming. That we have to do something with masks and teachers are wondering what their lives are going to be like next year or when the students come back. Teachers are wondering, do I quit? Teachers are wondering, does anybody have my back, counselors are wondering what am I going to do here? Parents are wondering literally do I send my kid back to school or not. You did not you create this. We have not seen the District stand up and adamantly say if we didn't have this executive order, we want masks. They need to go and need to put their conviction out front. We have disagreements about the legality of that order, but we're not going to solve that here and we put that back in.</p>
<b>James Preusser</b>	Can I ask a question? A point of clarification, if you don't mind? Can you go back to the proposal? So, you do agree with all individuals over the age you didn't highlight them.
<b>Mark Richard</b>	I apologize. My error. We probably should have highlighted that.
<b>James Preusser</b>	You do agree with that language. But the first sentence. It looks like you rewrote it specific to staff.
<b>Lucia Piva</b>	I know it says Mark Richard because I am using his link. But obviously it is Lucia. Hi. So the reason is because it's not just changing the lamp. It's not a substantive change. It just quotes what the CDC says, specifically about masks. Highlights have typically in this draft represented agreement or compromise etc. in in this case reverting back to what was already offered but citing typically what the CDC would recommend.
<b>James Preusser</b>	My understanding was that anything highlighted in yellow was an agreement with the District. If that is the case...
<b>Lucia Piva</b>	Well maybe the stricken through could be highlighted.
<b>James Preusser</b>	Okay, I just want to make sure because when I take this back and speak to that. I want to be able to certainly present that appropriately which is: "Look, there was movement in this particular paragraph."
<b>Lucia Piva</b>	Just so you know anything that is in bold, just like here is stuff that is accepting whether it's underlined or stricken through. Everything that is not in bold is accepting the District's proposals. Well that's uniform throughout.
<b>James Preusser</b>	I understand.

<b>Lucia Piva</b>	There is certain parts, for example, paragraph 11 where it says unless it's a face-to-face meetings requested by parents that's highlighted It's not District language but it is compromising and moving closer to what the District wanted. So I want to make sure that you know the difference when you're reading it and take it back.
<b>James Preusser</b>	There's a couple different reasons why it would be highlighted. That's why I asked the question because that's not my language in 11.
<b>Mark Richard</b>	Correct.
<b>James Preusser</b>	You are saying there was compromise there?
<b>Mark Richard</b>	Yes.
<b>James Preusser</b>	I just wanted to clear it up.
<b>Mark Richard</b>	You wanted to know if we were going to make movement. Yellow represents movement.
<b>James Preusser</b>	I appreciate it.
<b>Mark Richard</b>	Movement when are compromising, like 11. Or movement where we've accepted your language, as we have pointed out. But I do want to make sure I'm clear here and Wendy and Lucia, correct me. We are following the CDC guidelines regarding masking. And what we have stricken through is in no way diminishing our point that we are following the CDC.
<b>Wendy Doromal</b>	It's CDC guidelines specifically for schools.
<b>Mark Richard</b>	<p>For schools, on universal masking.</p> <p>13, again, this is a combination where we agreed in certain areas, the District will develop a schedule for increased routine cleaning and disinfection. So we obviously put back the words "developed and increased" Then you wanted to strike through those other areas and where those things are yellowed and stricken, we're willing to accept your strike through. So you'll have an increased routine for cleaning and disinfection, use of shared objects should be limited, and we believe those two will cover it based on your representation at 13, that you're doing these things generally and in other protocols. So we we've accepted have some of your points in 13.</p> <p>14 there's a match.</p> <p>So we go to 15. So, 15, there is a major change, if you will. All of the strike throughs, we have accepted your strike though, you struck through everything. Then you added the words. So then we added: the District will make all reasonable efforts to ensure CDC recommended physical distance guidelines all schools and work sites are observed. Appropriate signage will be distributed to and displayed in schools. That is a major attempt on our part to get to get to an MOU. So we just want you to know that. You put physical distance will be observed where feasible. That was unacceptable to us, you accepted the appropriate signage will be distributed but we had to put and display it in. But we have now come to the point where we're going to ask you to make all reasonable efforts to deal with the distancing.</p> <p>16, you asked us to take out another major move, if you'll agree to our "15 sentence". With regards to all reasonable effort on physical distancing, coupled</p>

	<p>with appropriate signage distributed and actually put up and functionally displayed. Then 16, we think will be covered by that, and they're connected. But that would take that apart. You said something about how you needed flexibility, not from a safety point of view, but just by the real world of brick and mortar buildings and physical space challenges. And that was major movement towards your point</p> <p>17. You asked us to take out that section daily schedules so the District will encourage and communicate safety practices. And then you asked to take out daily schedules, including transitions, including time wouldn't be allowed. And we've agreed with you to take that sentence out. But we've added back in the parties acknowledge some special needs or special needs or teachers may need accommodation. So the parties acknowledge some special needs students or teachers may need accommodation. We cannot leave our special needs teachers and particularly our special needs students behind and we want to emphasize that they may need accommodation that'll fall into your lap. So we put that back in and took your sentence out</p> <p>18 you took out completely In its old language, we cannot accept this MOU without 18. Employees may, but will not be required, to enforce student adherence to hygiene practices and we do not want to be creating situations of conflict between ours selves and our students. So we're all going to be a team in a village and do that. Paragraph 18 worked really well in the old MOU to our understanding, you took it out we were disappointed in that and we put it back in.</p> <p>19 is a match.</p> <p>20 you removed, and we need it back. It says: "the District will cover the cost of COVID-19 testing medical costs for those who are not yet covered by insurance." We have someone on our screen, I won't say the name, who literally had to get you know COVID before the insurance kicked in, we want to save the planet. We want to get back to a healthy earth. And so in any way we want people at home who are sick. We want people to know they are masked. We want people to know that there'll be social distance wherever you can do it, per language. We want people to know that if they don't have insurance because they just started, they can go get tested or treated. All of those are not judging people, all of those who are about the earth and humankind coming together to fight arm and arm a virus. It's beating on us right now. So We put 20 back in.</p>
<b>Maribel Rigsby</b>	<p>This is important for us because you a number of people that won't be covered in August and September. There's a lot of costs that come with getting sick with COVID. They are extremely expensive, going to a doctor without coverage will cost you up to \$300. And you're not covered by it without thinking about medication and other things that come with it. There's people that are lucky enough to have an amazing support system, but they're one of the teachers that are not going to be in that position. So there has to be something that the District should be able to do for those employees who are without coverage from August to September. If it is not possible to put them in the insurance right our way because of the restriction on when the deductions are going to happen. There has to be something that the District should be able to do for them. Thank you.</p>

<b>Mark Richard</b>	<p>Thank you, Maribel.</p> <p>Wendy were up to 21, you rejected our paragraph. We went back to our original paragraph, and we believe the livestream instruction should be as we wrote it. It's not working. We need folks to concentrate on our students in class. And if we need a way to deal with our students not in class, to have a legitimate way of doing that as well. But when you mix and match them, the evidence is clear. That's not t effective teaching and learning....</p>
<b>Wendy Doromal</b>	<p>It follows our contract language. We don't have cameras in class. We can't be continually be asked to do two jobs at once. Teachers are always helpful to students who are out, and communicate with them, give them the work, the assignments, they make it up, but we cannot be held to teach in on screen students. Making sure you got the sound on, or the camera on, for those at home. Then we have a District who refused three times a supplement for those teachers who were teaching hybrid and if we allow any type of this, the District will claim: "oh, there was a precedent because you allowed it here." We need to make sure that our teachers are doing their job and focusing on their job in advancing student learning as best they can.</p>
<b>Mark Richard</b>	<p>Wendy, at the same time do you want to discuss 22? We put that back in there. You said it's not eligible for funding, but we want it in there just in case it does?</p>
<b>Wendy Doromal</b>	<p>That's not true either that it is not eligible. Now I know four different districts that gave supplements for hybrid teaching. Our District claimed it was not eligible for ESSER funding or federal funding but it has been used and it was not challenged. And as I said before, we're going to make very clear, we're going to the federal government directly to see what funds can be used for in our bargaining rights is far as federal funds. So as far as hybrid, in every way possible, the District has rejected proposals to make sure that teachers that do this impossible task are supplemented and has rejected it. And we know it's not a good practice. It's a bad teaching practice. And we don't want to be compromising professionalism, so that's why that's there.</p>
<b>Jim Preusser</b>	<p>Just to comment, quick comment on that. I just want to make quick comment on the funding is about the student, not about the employee. It's not approved for student funding. That's what I'm saying.</p>
<b>Wendy Doromal</b>	<p>No, actually, that you're misinterpreting it. And I did speak to some experts on that. What benefits the students sometimes is, for instance, you are using federal funding to hire you said 500 plus teachers. So that is no different than giving a supplement to teachers who do this. You can't use it in one place and not in another and when there is a need, our teachers would step up, but they expect to be paid for that, and to receive a supplement.</p>
<b>James Preusser</b>	<p>I'm not going to belabor the point but go ahead, keep going. We have a disagreement on that.</p>
<b>Mark Richard</b>	<p>By the way, we probably sent you the wrong draft on the right. Because we were going to keep the 27 paragraphs with intentionally omitted, so we'll send that afterwards because our, our 22 should match up to your 22. But it's irrelevant, you'll figure it out. We'll send it to you afterwards. So for folks on who are watching</p>

	<p>the right side, because we took out a couple of paragraphs at the District's request two of them 20, is the "old 22" and it is now 20. But anyway, I'll continue.</p> <p>23 we're putting back in you took it out. The duty day, including planning time shall not be exceeded by the contract. You asked us to look at an arbitration award. I guess we're all on crack because we don't read it anywhere that you read it. And we believe, we hope you're not telling people that there's some arbitration award that says you can you can start exchanging you know, demanding their duty day be extended because the contract.....</p>
<b>Wendy Doromal</b>	<p>And I did want to say I read what you sent over and that is not the interpretation. And Maribel, you can correct and clarify there, but you misinterpreted that right there. You do not get to arbitrarily extend the duty day. What that arbitration said was no one told the teachers that they had to work over 7.5 hours.</p>
<b>James Preusser</b>	<p>"On site", keep going and that's how I read it, so if you disagree with that, I guess you can challenge the arbitrator.</p>
<b>Mark Richard</b>	<p>Keep it up, Jim. Everything is you know, touché touché. We're trying to come to you today.</p>
<b>James Preusser</b>	<p>I'm responding to that. But go ahead. I'll be quiet, keep going.</p>
<b>Mark Richard</b>	<p>It's never like: "Let's get there. Let's work together. Let's figure this out." You're a fencer. All you want to do is hit "the little buzzer" and say: Touché. This is a school system it isn't Disney (referring to Mr. Preusser's previous employer). It isn't. It isn't. Okay. And they got masks...</p>
<b>James Preusser</b>	<p>I didn't say it was Disney? I never said anything about Disney?</p>
<b>Mark Richard</b>	<p>And they got masks over there. Even Mickey Mouse...</p>
<b>James Preusser</b>	<p>Go ahead, keep going through the proposals, Mark...</p>
<b>Mark Richard</b>	<p>Do not tell me to "go ahead". You can tell me when you are finished speaking.</p>
<b>James Preusser</b>	<p>Well then don't say "touché" to me. No one is saying touché'. If you're going to challenge me on something that I said, I have the right, and the ability to respond.</p>
<b>Mark Richard</b>	<p>You have every right...</p>
<b>James Preusser</b>	<p>Thank you.</p>
<b>Mark Richard</b>	<p>And I will respond back.</p>
<b>James Preusser</b>	<p>So will I...</p>
<b>Mark Richard</b>	<p>It is perceived by us. I'm going to use my words professionally. It's perceived by us that this is an arm wrestling match as opposed to an MOU for safety. There's a virus in the room you're in probably now. It's all around us, we can't see it and it's killing our church goers, our parishioners, our family, our loved ones. And if anybody should be the model, it should be school board administration, the union and our teachers. We want to be that model. So it's not about how long it takes to get an arb (arbitration) but what somebody said it's what is the right thing for all of us to do. That's why Wendy and this team worked last night and today. Lucia, who's on maternity leave, went ahead and worked through it, Maribel, to make movement. Because you challenged us to do that and that was fair. And we're</p>

	doing it, but we did it with one beacon: the safety of our children The safety of the staff, your safety.
<b>James Preusser</b>	Nobody is questioning that.
<b>Mark Richard</b>	It isn't about winning. Everything's about if you want to take it up, if you want to do that, as you can agree, let's just make peace.
<b>James Preusser</b>	Nobody said that. I'm just simply responding. So first and foremost, nobody said what your intentions are what they're not. I'm sure and I know that you're intentions are for this health and safety of the teachers of course. They are just like this Board, the Superintendent, and this administration. The point I'm making is if you make a comment about something, or you make this statement I'm going to respond. It's not touché. It's just being put on the record and you know that. So please proceed. I don't want to belabor it with you. Proceed please, thank you.
<b>Mark Richard</b>	I am proceeding but you don't get to tell me what proceeding looks like.
<b>James Preusser</b>	And you don't get to tell me when I can make a comment back. Thank you.
<b>Mark Richard</b>	I don't. You can make all the comments you want. Go ahead, finish.
<b>James Preusser</b>	I already made my comments. Go ahead, I'll listen.
<b>Mark Richard</b>	Yeah, some members of the board. We don't know which ones, some administrators, we're not sure whom, the buck ends with the Superintendent. Someone decided to shrink by 66% the safety manual. Somebody in your school district decided they even at the request of a union that if things were urgent, you aren't going to change an arbitration schedule. Somebody at the District decided that while we agreed to almost all the things in this deal, this time around, we're going to gut them, and take them out. Even though they were okay last year and the pandemic apparently is worse, at least in transmissibility and contagiousness of the virus. So all I'm saying is you can say those things but we're watching feet, not lips. We are unimpressed by News You Can Use, we are watching by lives that you can lose. And when we watch people's feet at the District, it's a constant desire to take away safety rights. To take away a constant dialogue that we're having. You are taking out things you agreed to a year ago for safety reasons. The safety hasn't changed, the challenge hasn't changed. The protocols changed a little bit and we matched the changing of the science are the best guess of the science. We don't make up the CDC. It's happening globally. where people are doing these things, but we have to actually scratch and claw our way to argue with you about sharing items in a classroom. Demonstrable. We have to claw our way into saying a teacher shouldn't have to move around if she's immunocompromised is the going to be too close to students who are now don't have to wear masks allegedly because of the executive branch. So it is very difficult to understand that we even have conflict over safety.
<b>Wendy Doromal</b>	Let me just say this. I think it was disturbing, your boxes on this MOU, this counter proposal. They're really concerning to me because already I don't believe this District bargains in good faith. You push things up you make it impossible. You won't give teachers any peace of mind, any security in this terrible pandemic when we have Governors giving orders. Other people not responding to what's happening? Then the School Board, you say here need ability to make changes

	<p>based The authority provided guidance limits School Board's authorities to pivot as changes occur. We bargain for a reason, and if there's any pivoting to do it should be at the bargaining table. We have a contract that provides health and safety workplace. And we're going to enforce it like never before this year. Because you have challenged us to do that. And you've made the job of teachers so difficult. Peace of mind for teachers has vanished. You know, so I think that some of these boxes that say "adopted and incorporated in other district protocols." Not quite. I read last night, a district's MOU that they had reached agreement on. They had extensive health and safety protections still remaining from their previous MOU. So I don't know how you think these boxes are going to make us come to an agreement? It's like saying: "Here you go Union we will do what we want." Which is how I perceived the District for the last two years. It's very offensive. Your boxes were extremely offensive. If anyone wants to read them, I posted this counter proposal, on the CTA website.</p>
<b>James Preusser</b>	<p>And that's fine. I want to respond to that. You're entitled to your position in your opinion. That's why it's bargaining but at the end of the day the Board does have the management right to make decisions to pivot to adopt and incorporate different protocols into the work place. That inherent in what we do. Of course, there's some elements that need to be bargained. I understand that. That's why we're sitting here at the table having this conversation. So as far as the annotations are concerned, that's okay. You don't have to like the annotations, but we put them in there. Yes, Board Policy EBBA about masks. Number 12 is absolutely the opposite of what the policy says. There are executive orders out there from the Governor, yes specific to students, I understand that. Those things all have to be taken into consideration so let's get to the rest of the proposal I would like to hear the remaining items. We can we can disagree. But I would also like the opportunity to caucus at some point here so I can see where maybe we can movement on some things. And perhaps we can come back with some more discussion today.</p>
<b>Mark Richard</b>	<p>But Jim, I appreciate your comment. Even though you said you would save them all to the end we want you to ask them whenever you want I what I want to say though is while that is so completely disingenuous and let me tell you why. Let's just be friends here. These things that you now claim you need responsibility. You all signed off last time. What is stunning here is that we came in and thought, everything that we had fought through, worked through, the special magistrate, whom you wanted, jointly picked, whose ruling was not binding. We all worked it out. Y'all are trying to say, all the things we signed off on, and your signature is on it. Those were good enough for the safety crisis we were in six, eight months ago, illustratively. And now, they're not good enough. And now you say I need to pivot, but I didn't need pivot back then. And it just shows that what's guiding you all is the fear of losing control. You would rather be at the wheel and have your hands on the steering wheel, even if you were impaired, then to turn it over to someone responsible. And it is absolutely completely destabilizing that you're telling our bargaining unit and the parents that the things you signed off on in the last 12 months whenever I think it was December that the MOU you was signed off on? So December to August, no longer will you sign off on what you your word on before. Not because the law changed or the practice of science changed or the</p>



	best guess of the clinicians, and the epidemiologists changed, but because you want control. We don't trust you to have all that control, but we came together as partners and we did really well and we're suspicious while you're trying to pull the rug out the safety rug out from our feet. We need you to get back to the place you were after the special magistrate where we were arm and arm and rolled up our sleeves to put the beacon to safety. I'll go to paragraph 24
<b>James Preusser</b>	Hold on. Listen. First of all, we're still bargaining. You're acting as though the District has rejected your counter. You're still giving your counterproposal. Let me hear the rest of the counter and let me caucus, that's how it works. You don't even know you don't even to know how I'm going to respond.
<b>Mark Richard</b>	I do. Let's bet on it. All I know is we asked you all to bargain before Monday. So teachers would have one small less pebble in their brain of concern and worry and fright. And they could spend more time on lesson plans and the excitement, even in a pandemic of setting up a room, if the can still be excitement and we know there is. And always asked was day and night, could we get this done? So they could have in their gait, in their cadence when they walked in the schools Monday. You said well look at my calendar. You had a bunch of stuff and you said but get me something so we can move this along. And we worked all weekend and we got it to you everybody to know that.
<b>James Preusser</b>	Didn't say so we could move it along, I said so we can review it. And you know absolutely for sure, you know with 100% certainty that the Board has to review that information and so does the Superintendent. So they've done and we came back with a counter now if we could please wait...
<b>Wendy Doromal</b>	Wait a second, I want to be very clear. Are you saying that the School Board read your counter proposal and approved that?
<b>James Preusser</b>	I'm saying that this information was presented to the Superintendent. Of course, the Board saw it, you think I come to this table without the approval of the Board?
<b>Wendy Doromal</b>	So they approved that counter proposal? I will let teachers know...
<b>James Preusser</b>	Wendy, hey Wendy we are still bargaining, it's bargaining.
<b>Wendy Doromal</b>	Wow!
<b>James Preusser</b>	Just give me a counter. And I also said to you, I appreciate the movement that you had on some of these proposals. But you need to finish with your proposal so that I can take it back.
<b>Wendy Doromal</b>	We are trying to but you keep interrupting. You said you would save your comments until the end. So go ahead, Mark.
<b>James Preusser</b>	Go ahead.
<b>Mark Richard</b>	Jim. What is also telling, is that you all in the name of bargaining when you may bargain hospital first of all, you know CT Rates if you're an insurance company. But if somebody needs is an emergency authorization because they're in a car accident. The person on the other line doesn't talk like you talk. Which is well, let's bargain it. What they'd say is where you get the patient, let the patient get in and let them get the imaging scan so we can see if they have a brain bleed. You said you're married to a nurse and you must know these things. What we are saying is

	nothing about the behavior the District has taken this urgency seriously. The District waits to every time to stretch it out and the District waits every single time to go to the last minute and won't even agree on safety issues that had agreed before in a pandemic. So this is okay posturing in a normal kind of thing, maybe. But it's just not who you guys are, you have to be better than this. I would stay up all night tonight to get this is done so teachers do not have to be frightened and parents don't have to layup asking, send their kids to the great Orange school system And it is a great system. What are we doing?
<b>James Preusser</b>	So you are comparing a hematoma to bargaining and an MOU? Mark, please.
<b>Mark Richard</b>	I don't even know what you are talking about?
<b>James Preusser</b>	You just said a brain bleed. Just get through the proposal. So we can simply caucus and I can take it back.
<b>Mark Richard</b>	Are you going to be committed to finishing this today?
<b>James Preusser</b>	Mark, I am going to sit here all night long if you're going to sign off on tonight.
<b>Mark Richard</b>	I didn't say we'd sign off. So you're going to finish up?
<b>James Preusser</b>	I'll bargain all night long.
<b>Mark Richard</b>	And you have the authority to sign tonight?
<b>James Preusser</b>	Mark, I will sit here all night long if it takes getting an agreement with the Union.
<b>Mark Richard</b>	Do you have the authority?
<b>James Preusser</b>	I have to take this item back and you know that.
<b>Mark Richard</b>	I know, so do we, but that takes one phone call.
<b>James Preusser</b>	Of course I would have to get authority, you know that.
<b>Mark Richard</b>	Can you get that approval and authority tonight?
<b>James Preusser</b>	Potentially, they haven't seen the proposal yet.
<b>Mark Richard</b>	You tell us...we will stay all night...
<b>Wendy Doromal</b>	I don't understand why there's not someone at the bargaining table from the district side who has the authority to make a decision. I understood in bargaining rules and procedures there's someone at the table who has authority. This is what confuses me, too.
<b>James Preusser</b>	You know, to go back, there is always an authorizing party just like you're the authorizing party for Mark, but both of you are sitting at the table because you have your lawyers sitting here and that you're the authorizing party. You know, the Superintendent and the Board are the authorizing party, do you see them in this room? They are not in this room, so I would have to take it back to the Board and the Superintendent to see...
<b>Wendy Doromal</b>	And I want to make sure the public knows....
<b>James Preusser</b>	Your'e interrupting me...And I would have to take that back to the Board and the Superintendent so they can review your contract proposal. They haven't even seen it yet.

<b>Wendy Doromal</b>	Yeah. Okay. And I want to make this very clear, to the public, and to every School Board Member, because I have been hearing from School Board Members, they were informed by district leaders that they were not allowed to talk to the president of the Union because impasse was declared. That is false. I'm sick of hearing that from people. I'm sick of getting it response in email. So I can't talk to you. You declared impasse and that is false. So for any School Board Member listening, you can speak to me. And I believe it is until the special magistrate and the District's making sure that they're not even selected into the last day possible, but it's still that special magistrate makes a recommendation. Am I correct Mark, correct me if I'm wrong, but stop saying that. I don't want to hear that again from a School Board Member they are allowed to speak to me. And in fact, even when I can't speak to them, any member of my bargaining unit may speak and communicate with them. Is that correct? Mark.
<b>Mark Richard</b>	Yeah. And to the District's credit, your legal team knows what the law says. And we don't know who's telling us what? Wendy is constantly being told by board members oh, we're sorry. We've been told by legal that we can't. Your legal team, I hope has never told them that they know what the law is.
<b>James Preusser</b>	And you know that they didn't, they already confirmed it with you.
<b>Wendy Doromal</b>	I don't know that.
<b>James Preusser</b>	Hold on. I'm not speaking to you, Wendy. I'm sorry. I'm speaking to Mark. He knows that, John Palmerini I already spoke to you. So please set the record straight. He already told you what he informed the board members.
<b>Wendy Doromal</b>	I want to set the record straight and I want the public to know what people have been to telling the School Board Members. Someone has been telling them, someone with authority, that they would say that to me. So it needs to stop. I want and because you're saying you have to bring this back that means that I will need to communicate with people and tell them our side or why we have to protect every teacher and every student. Delaying this has really stressed out teachers. You should be I'm trying to give your employees "peace of mind" when we are in the worse part of the pandemic we've ever seen. It makes no sense to me that you want to gut the manual and you want to strip things out of MOUs you already agreed on when the pandemic has escalated.
<b>Mark Richard</b>	And one other thing to Wendy's point we'll go on to paragraph 25. So on another issue but it just it causes us real concern on the impasse that we have over the Contract, sad as that is, everybody has so many days to get their selections in. We know there was an issue that you raised that got ruled on the next day fair enough. But we sent ours in right away. We struck our names and sent them in because unfortunately we can't cooperate. We're supposed to try to work it out together, but we have an understanding we can't. Well, we don't know this for sure, but history tells us you all wait to the last day. So instead of getting the names into PERC of who would be the magistrate so we can move along so teachers will know what, if any remuneration, they're going to get and other issues raised by the collective bargaining agreement. Everything is the last day. Every single thing is

	stretched out, every single thing is no, every single thing is we'll get back to you, if we don't help us fix that it isn't helpful. All right. 25.....
<b>James Preusser</b>	Hold on. No...
<b>Mark Richard</b>	Are you going to tell me you already you sent it in?
<b>James Preusser</b>	No. You're blending main table impasse with impact bargaining on an MOU. I understand you're trying to theme things together and that's fine that you can do that. Go ahead, you can theme things together. That's your opinion and your prerogative. My point is, is I would like to get through the MOU. The sooner I can get through the MOU and hear the rest of your counter, you're literally at the end here, but we haven't gotten through it. I would like to be quiet and let you finish so that I can caucus, go back to the Board and the Superintendent. That's all I want to say. Thank you.
<b>Mark Richard</b>	<p>Thank you and I appreciate you rejecting, but understanding. It is a theme because when, I'm not being facetious, the same Freddy Krueger shows up every time we meet, in the form of the way the District delays everything.</p> <p>25 is bargaining unit employees will not be required to perform duties. It was in the other one and you rejected it. You took it out of yours and we put back in.</p> <p>26 classroom teachers will not be required to supervise students during period changes and the time will be used to get ready for the health and safety of the next group. That was okay last time it came out. We would like to put it back in we ask you please look at that.</p> <p>And 27 is important teachers will not be penalized for choosing to maintain six feet and will not be marked down in their evaluation for not walking around the classroom if doing so would violate the six feet. We can't have teachers laying up at night picking between an evaluation and upsetting the principal. We have some really good principals too. And getting in trouble. That's too much. There's the water level of every teacher is right below their nostril line. There's no more room for an extra drop of stress. Please hear us.</p> <p>Terms and Conditions You took all of that out, which we were a little surprised since it was in last time, but in any event, we've put it back in Jim. With one exception, the parties will establish in writing best practices and it talks about the CDC and changes of the pandemic's severity. We've taken the place but you all had wanted to strike as well that last sentence on the committee and we accepted that part of your strike through.</p> <p>And then we added to things in duration, we decided to make it very clear that the memorandum shall commence from execution through May 27. But we heard you say things might change. So we put in a new sentence that mirrors somewhat what is in another MOU that just came out in the state. Both parties mutually agree they will revisit the agreement at the end of the first semester or earlier if conditions warrant. Any agreed upon changes must be in writing and signed by both parties. So that revisit does not affect the binding nature of the agreement or its duration, but it gives a window if the parties bilaterally and mutually want to change it, it should be in writing and signed. So we hope that accommodates your concern about ending this in December 31, because of the changes in the landscape of the</p>

	virus. And so we thought that was a good compromise, if you will, in terms of your position. That is our counter, and we'll send you the other clean one, where the paragraphs are omitted intentionally. So we stay to the same original 27 paragraphs.
<b>James Preusser</b>	Just one comment.
<b>Mark Richard</b>	Let me do one thing. I think Wendy was going to come after me. Wendy, did you want to add anything else?
<b>Wendy Doromal</b>	No, I think we're good.
<b>Mark Richard</b>	Thank you for listening Jim. Thank you.
<b>James Preusser</b>	Yep, no problem. And I tried not to interrupt or intervene. I just needed to respond to some of those things.
<b>Mark Richard</b>	That's fair, that's very fair.
<b>James Preusser</b>	Just one comment, so the items that the union put back into the proposal that we originally struck through, are those all nonstarter items for the union? And you don't have to answer now, maybe you want to look at them again.
<b>Mark Richard</b>	What we're going to say is, it's a package and we've got to look at it as a package, depending on what you come back and we want to tell you as a operational framework, there's two non-starters.
<b>James Preusser</b>	That's what I need to know.
<b>Mark Richard</b>	Okay, one nonstarter is that this agreement has to be enforceable and must prevail and the other one is we've got to maintain some level of safety in accordance with the CDC. There has to be the some guiding of the science here.
<b>James Preusser</b>	So just so I understand so the second paragraph in the MOU that says the COVID 19 Health and Safety Procedure Manual latest version, that paragraph that sentence that goes all the way down to the memorandum of understanding shall prevail. That's the paragraph?
<b>Wendy Doromal</b>	Actually paragraph one where it says that it will be for the whole school year.
<b>James Preusser</b>	So this is what I understand. Nonstarters are...
<b>Mark Richard</b>	There is no such thing as a non-starter.
<b>Wendy Doromal</b>	No.
<b>James Preusser</b>	Ok, it does make sense. I'm just asking go ahead. Keep going. I won't interrupt.
<b>Mark Richard</b>	We need a hopeful year, we need this thing to prevail. This is what the members are telling us are critical. And we listened to our members. And as Wendy said, beginning in paragraph one, the whole mechanics of putting in safety protocols that you hadn't before are critical. They don't understand taking something out that you had signed before. They don't understand something that you can gut, at will doesn't prevail and they wanted. You came back come back make more sense from a safety or operational. You're going to come back and no matter what you signed and say you can change it, members are telling us what's the point of having an MOU.

<b>James Preusser</b>	Hence would equal a nonstarter and that's why I asked the question.
<b>Mark Richard</b>	I don't know about that word, but...
<b>James Preusser</b>	For you, I mean, you just told me then why would you have an MOU so I'm asking so that I can understand, so that I can take the message back.
<b>Mark Richard</b>	I'm saying it is critical. Absolutely.
<b>James Preusser</b>	All right, very good. I don't have any more questions right now. But I do I am going to need some time. So give me at least an hour to have some conversations and then I'll get back with you to let you know how we can proceed. Okay?
<b>Mark Richard</b>	Do you want to just say 3:30 And that's fine let us know if it's earlier or later.
<b>James Preusser</b>	Right and if I can't come back to the table because we're still working because we may take the full caucus time till the end of the day I will certainly be back tomorrow.
<b>Mark Richard</b>	Well if you have authority or the ability to get authority...
<b>James Preusser</b>	I'm going to try. Listen to me if there's movement on there I will sit here as long as it takes to get it done, if we can make movement.
<b>Wendy Doromal</b>	Actually we made movement. I want to make sure that's very clear.
<b>James Preusser</b>	I didn't say that you didn't make movement. And I appreciate your movement. That's all I'm saying. I just complimented you. Thank you. Alright, we're going to go ahead and caucus. Thank you.
<b>CAUCUS</b>	
<b>James Preusser</b>	Hello, Wendy, Mark, CTA we're back
<b>Wendy Doromal</b>	Hello.
<b>Mark Richard</b>	Hi Jim.
<b>James Preusser</b>	So, we are we have reviewed the proposal that you sent. Thank you for sending it to us. We are going to need some more time to review the proposal, and to potentially respond to it. I hope to have a response to you by tomorrow, or even, you know, right up until the, the meeting occurs, as there were many changes that you were incorporated back into the proposal but I will a response to you tomorrow, bargaining, and I just need more time to review it with the superintendent and others.
<b>Mark Richard</b>	Will we see it before the one o'clock meeting or you don't know?
<b>James Preusser</b>	I will try to get it to you before the one o'clock meeting. So you can see it, but I will have a response for you tomorrow there will not be a delay in a response I will respond to you tomorrow on your, on your items, and we will we will give you an update then. Okay. I don't have anything else is there anything else you wanted to discuss?
<b>Mark Richard</b>	Wendy, do we have anything else.
<b>Wendy Doromal</b>	I did have a question since school is starting next week, and teachers are getting a lot of questions about how to seat masked and unmasked students and some parents are already requesting that their masked student not sit by a non-masked

	student. How is the district handling that, and could a memo be sent out to all the teachers are we going to discuss that here what's happening with that?
<b>James Preusser</b>	I can certainly get with Dr. Jenkins and Dr. Vasquez on that, I mean that's the first time I'm hearing that question but happy to share that with them and the concern that you have. Let's say you're hearing it from parents, from parents, you said, Wendy,
<b>Wendy Doromal</b>	Parents asking teachers, you know, and teachers are asking too what are they going to do with masked and unmasked, how do they do seating charts. Some parents are saying they don't want their masked child interacting or near, and unmasked children, so we need to have a response for that, that's a big concern.
<b>James Preusser</b>	Okay, I will, I will certainly.
<b>Wendy Doromal</b>	So remember the Ashley's law, you said you were going to get it to me last week. If you could try to get that.
<b>James Preusser</b>	Yep, I know you sent it to us this morning we'll get your response today.
<b>Wendy Doromal</b>	I sent that last week.
<b>James Preusser</b>	Okay. I think you sent a reminder.
<b>Wendy Doromal</b>	Okay.
<b>James Preusser</b>	Very good. We will be available tomorrow. We'll come back here to the, to the union hall, and we will kick it off at 1PM. If I can get it to you sooner I well, you can look at it.
<b>Wendy Doromal</b>	That's helpful.
<b>Mark Richard</b>	Thank you.
<b>James Preusser</b>	Maribel sent us the documents so we have it.
<b>Mark Richard</b>	Perfect. And if you have any other information you need from us or questions, whatever, just let us know and we'll respond immediately.
<b>James Preusser</b>	We'll do. Thank you for your time.

# Appendix A



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
AND  
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made on this \_\_\_\_ day of **July August 2021** by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely reopening schools **for the 2021-22 School Year through December 2021.**

The parties mutually agree as follows:

**The COVID-19 Health and Safety Procedures Manual latest version as of the date of execution of this agreement, is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail.** The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. **The OCCTA and will have ten (10) three (3) seven (7) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).**

**Health and Safety**

1. The procedures contained herein apply to all OCPS 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 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 they do not conflict with the CDC. Notwithstanding the foregoing, to the extent the CDC guidelines conflict with the any Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines.** Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such **Emergency Order, Executive Order, or** law, rule or regulation of the State of Florida.
2. **In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as**

**possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.**

3. The District will **update use** emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested positive for COVID-19, **including but not limited to the following: ~~The District will keep employees and the community informed via the COVID-19 Dashboard.~~**
- a. **Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID-19 positive individuals. Schools with medically fragile students should provide an additional room for students to receive services.**
  - b. **Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.**
  - c. **Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" " may be utilized for this purpose provided the OCPS immediately updates all incidents.**
  - d. **Following CDC guidelines on how to disinfect the portions and/or all of the buildings as necessary if someone is symptomatic and/or COVID-19 positive.**
  - e. **Closing out areas used by the person who is symptomatic and/or COVID-19 positive.**
  - f. **Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.**
  - g. **Preparing for targeted school closures where necessary.**
  - h. **If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.**

**Said procedures will be developed in accordance with CDC guidelines and in collaboration with local health officials and OCCTA.**

4. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. **Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-**

~~19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.~~

5. If ~~an~~ a fully vaccinated or approved reasonable accommodation employee is sent home due to COVID-19 related illness circumstances, he/she will be placed on Paid Medical Relief of Duty for the time prescribed by the FDOH Orange County. Once employees have exhausted all leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.
6. ~~The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.~~
7. 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 to agree to free the District of any liability associated with contracting COVID-19 at work.
8. Bargaining unit employees will have the option to virtually attend any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email. ~~Where possible, large scale meetings will be virtual.~~
9. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g. elective teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, physical/plexiglass

barriers, masks, gloves, and additional supplies as needed.

~~Teachers will be permitted to wear scrubs or casual clothing.~~ Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

The District will provide, ~~if requested,~~ face shields ~~and plexiglass barriers~~ for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. **Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local administration will coordinate other facilities for use. Otherwise,** ~~t~~The District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

10. **Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.**
  11. **Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible unless a face to face meeting is requested by the parents.**
  12. **As recommended by the CDC, the District will require “universal masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status.”** ~~all individuals over the age of 2 must wear masks indoors given that the District serves children under the age of 12 who are not currently eligible for vaccination, and given that proof of vaccination is not required for those who are eligible.~~
- Upon request, face coverings will be provided (including **KN95 and** clear face coverings at the request of the employee).
13. **Pursuant to CDC guidelines, t**~~The District will “develop a schedule for increased,~~ routine cleaning and disinfection. **” and will “clean and disinfect of frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible.** Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.” ~~Any shared objects that were used shall be left in a designated bin to be~~

sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.

14. Teachers will be allowed to have air purifiers in their classrooms or offices.
15. The District will require each school to establish protocols, including physical guides and signage, to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District. **The district will make all reasonable efforts to ensure CDC recommended physical distancing guidelines at all schools and worksites are observed.** Appropriate signage will be distributed to, **and displayed in, schools.**
16. All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.
17. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. **Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing.** **The parties acknowledge some special needs students or teachers may need accommodation.**
18. **Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.**
19. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.
20. **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.**

21. Live stream instruction and cameras in the classroom are not permitted ~~if the teacher volunteers to grant “listen only” opportunity for students absent due to illness.~~
22. Hybrid instruction is not permitted.
23. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
24. ~~In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement.~~
25. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.
26. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.
27. Teachers will not be penalized for choosing to maintain 6ft distance and will not be marked down in their evaluation for not walking around the classroom if doing so would violate 6ft distancing.

#### Terms and Conditions:

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to 2021 – 2022 School Year will be incorporated herein.  
~~and the OCCTA will utilize the Joint Safety Committee to recommend or establish best practices and mechanisms to monitor and enforce safety protocols or to revisit the subjects addressed herein.~~

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the Collective Bargaining Agreement remain in full effect and in the event of a conflict between this Memorandum of Understanding and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail unless mutually agreed by the parties in writing.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an

original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties.

**Duration:**

This Memorandum shall commence effective ~~from August 2, 2021~~ upon execution of this Memorandum, and shall sunset on May 27, 2022 ~~December 31, 2021~~, unless otherwise mutually agreed to by the parties in writing.

**Both parties mutually agree they will revisit this agreement at the end of the first semester or earlier if conditions warrant. Any agreed upon changes must be in writing and signed by both parties.**

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

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James Preusser  
Senior Executive Director, Human Resources

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Wendy L. Doromal  
President