

# MINUTES

CTA CBLT

CTA Office

August 4, 2021

## In Attendance

Nicholas Anderson	CTA	Farrah Hawkins	CTA	Megan Oates	CTA
Robert Bixler	District	Matthew Hazel	CTA	James Preusser	District
LeighAnn Blackmore	District	Laketa Jimenez	CTA	Maribel Rigsby	CTA
Albert Davies	CTA	Daphne Lewis	CTA	Ladara Royal	CTA
Wendy Doromal	CTA	Scott Lindsey	District	Mary-Grace Surrena	CTA
Ian Gesundheit	District	Clinton McCracken	CTA		

## Additional Attendees/Guests

Mark Richard	CTA		
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## Minutes

<b>James Preusser</b>	Maribel is in the room and my team is in the room. I want to start off with some comments if you don't mind.
<b>Wendy Doromal</b>	And then I'll do mine, if that's okay.
<b>James Preusser</b>	<p>Sure. So, I had reached out to you, Wendy this morning in regards to an announcement by the Superintendent. And I just wanted to reiterate that announcement here at the table regarding face masks. So the Superintendent under the authority, delegated authority of the School Board in the policy as it relates to face coverings, is going to be making face masks mandatory for all OCPSEmployees, while inside our facilities or vehicles, or if you're in the presence of another individual. She's going to make that mandate effective this Friday, Augustthe sixth, for the next 30 days. In addition to employees, all visitors entering buildings, including any volunteers, vendors, parents, guardians etc. will also be required to wear a mask. And then, at some time before the 30 day period expires,she's going to make or complete another assessment to determine if she's going toextend the requirement.</p> <p>So, there were some other elements included in that communication she talked about vaccines, she spoke about bus travel, bus drivers, students being on the bus and potentially parents, utilizing their own vehicle if possible, to transport children, and she gave an overview, obviously of the pandemic in her announcement.</p>

	So I just wanted to reiterate that I know we spoke about it, Wendy and we sent you the information this morning, but I wanted to reiterate it here at the table.
<b>Wendy Doromal</b>	Thank you and I think that's a first, first step. I have been flooded since that announcement with questions from teachers saying please ask if they could make it effective now, because teachers are worried about going to "Meet the Teacher". As I said before, they've asked for them to be virtual. Of course last year they were virtual and there were many less cases than there are now, so they did ask me to ask the District to please make it effective immediately, so they can have "Meet the Teacher" with some peace of mind and masks.
<b>James Preusser</b>	Okay. I mean that's the first request to that so I can certainly speak to the Superintendent about that during caucus, happy to do that.
<b>Wendy Doromal</b>	<p>All right. I have a statement. I'm going to share it. I just want to say, as a former service learning and social justice teacher, I taught students how to distinguish fact from fiction, determining whether news was accurate or fake, evaluate the legitimacy of arguments and understand common tactics used to mislead and win arguments. Bargaining with the District has become an exercise in dissecting fact from fiction as logic and facts are often blurred by arguments that employ the straw man, slippery slope, red herring and other tactics to deflect from the truth.</p> <p>It is important that when we bargain teachers working conditions, which we all know, are also student's conditions that we do so with honesty and facts. Let's review the facts related to the current COVID-19 status in Orange County and in Florida. And review the recommendations from experts that tell us how to safely reopen K-12 schools. Last year, when schools reopened more precautions were taken to protect employees and students than are being taken this year, even though this year we're seeing the most COVID-19 cases and hospitalizations in our county and in Florida than ever recorded since the pandemic began. Last year, on August 3, there were 4,752 new COVID cases reported in Florida. This year, we're up to 50,997 as you can see from this chart.</p> <p>We asked today why would the Orange County Public Schools want to eliminate essential preventive protections like the ones the District removed from the COVID-19 Health and Safety Procedures Manual, protections such as those struck through in the District's counter proposal.</p> <p>Fact. The Florida Governor has ordered that masks be optional in K-12 schools, it's obvious to us that this is a politically motivated move that risks the health and safety of students and teachers. Below is a Facebook exchange between Florida Representative Randy Fine, who supported the order, and a concerned parent who's worried about masks being optional and her child safety. He assures her that since she is worried there will be no mask mandate in public schools, he will help her child enroll in a private school where there are mask mandates. What have our school board members, and district leaders done to challenge the public versus private school requirements regarding masks, we certainly encourage every teacher and parent to request an explanation. So here you can see, Representative Randy Fine is telling the parent, should you qualify for a voucher most do, my</p>

office would be happy to assist you with getting a voucher to attend a private school that has chosen to require masks.

And then yesterday, our president, President Biden, singled out Texas and Florida, calling off the governors by name and saying, worst of all some state officials are passing laws or signing orders that forbid people from doing the right thing. And as of now seven states not only ban mask mandate, but also ban them in their school districts, even for young children who cannot get vaccinated. What are we doing asked Biden. COVID-19 is a national challenge, and we have come together all of us as a country to solve it. Use your power to save lives he concluded. Today at the bargaining table let's come together and use our power to save lives, rather than proceeding with typical negotiations, where the district leaders propose short cuts and weak arguments in an attempt to flex their autocratic muscle.

Fact. COVID-19 cases and hospitalizations, are increasing for our young children. Fox 35 Orlando reported yesterday, Dr Jason Salami, an epidemiologist who works at the University of South Florida said, the number of children hospitalized for COVID in Florida is six times what it was just five weeks ago. That puts it in perspective, that we're seeing as many cases and children younger than 12, as we did in the entire state, just six weeks ago. Five weeks ago he said six kids today were hospitalized for COVID in Florida. Now we're averaging 35 Channel Nine was reported yesterday. One week before school starts in Orange County, more than 30 children in the area are hospitalized and many more sick with COVID-19 overall in Orange County, 37 kids ages zero to four, are positive for COVID 19, 113 kids ages 5-14 are infected, and 193 have the virus in the 15 to 24 age group, of those Orlando Health has five kids admitted to the hospital, including one in the ICU. Nemours has eight children hospitalized with the virus and one in the ICU, and Advent Health has 20 kids hospitalized.

While we are negotiating the working conditions of teachers, we must always keep in mind the children's learning conditions and teachers working conditions cannot be separated. With masks being optional for children, and no child under the age of 12 eligible for a vaccine, we have to ensure that every other possible protective measure is adopted and followed, three foot spacing where possible, plans for limiting crowding in mealtime and crowded hallway passing, and arrival and departure, virtual meetings stepped up schedules for cleaning and disinfecting common areas and classrooms protective clinic procedures and others, let's not strike out each one protection that could prevent illness or death.

Fact. The CDC, the American Academy of Pediatrics and physicians who are members of the Orange County School Board's own medical advisory committee, all state masks should be mandatory in schools this year. We applaud the Superintendent and School Board for making the decision to make masks mandatory for every OCPS employee and visitor for at least 30 days, it's a good first step. However, we know that children contract and spread COVID-19, and medical experts are recommending masks for all employees, students and visitors, and the CDC update, and I'm not going to read all of this but you should know it, recommends universal indoor masking for teachers, staff, students and visitors. Children should return to a full-time, in person learning this fall with layered prevention strategies in place and those are the ones that the District struck out.

	<p>Additional recommendations from CDC, at least three foot, foot of physical distance between students within classrooms, combined with what mask wearing by people who are not fully vaccinated, where possible, maintain a physical distance of three feet, screening tests and ventilation, handwashing and respiratory etiquette. Students and teachers and staff stay home that they have infections. So they stress that in schools where children under 12 are not eligible for vaccination, there must be multiple prevention strategies used together consistently to protect everyone. And then the American Academy of Pediatrics mirrored the recommendations of the CDC. Last year, when the cases were lower than they are now we had mask mandates for everyone. We had established guidelines for social distancing, we allowed virtual meeting, no home visitation and other protections that are gone this year. Knowing that over 200,000 students return to face-to-face classes we have a duty to establish and maintain safe and healthful working and learning conditions. When negotiating health and safety protocols today, we must not ignore the recommendations of health experts, or minimize the threat of the virus, which would put employees and students at serious risk. Thank you.</p>
<b>James Preusser</b>	<p>Thank you Wendy. What we would like to do now is, first and foremost, can you send that to me when you have an opportunity to do it now, when you have an opportunity if you could send me that statement I appreciate it.</p>
<b>Wendy Doromal</b>	<p>I'll post it to our website and I'll send it.</p>
<b>James Preusser</b>	<p>Okay, you don't have to do it now, at some point. Thank you. What we'd like to do is based on your package proposal that you presented yesterday. We wanted to provide our response, we did send it to you about 45 minutes ago, but we'd like to walk you through it, to give you our position on the proposal that you presented yesterday. We do have some movement on some things. (See Appendix A)</p> <p>Let me explain kind of the setup of the document. We do have annotations back in the document, we have highlighted things in green, where we have agreement. In some cases, there might be a full agreement on something and in other cases there might be a partial agreement. We've annotated those areas in the document itself. Where you reinserted language that we disagree with we struck through that language, and where we had language that you struck through that we think needed, needs to stay we've re-added that language back in and that would be bold and underlined. So those are the different elements of the document.</p> <p>So I'm going to go ahead and start. So in the first paragraph. These are small changes, August, and obviously reopening. But we cannot agree to this MOU through the end of the year, we're fine with it ending in December. And again, the commentary that I gave the last time was that we need flexibility to be able to pivot and change as this virus changes. We don't know what's going to happen in the next five to six months. And so agreeing to an MOU for the entire year, really puts us in a position where we could be hamstrung with something that may not allow us to change or make decisions accordingly.</p> <p>Second paragraph. We have an issue, and I know this is something that Mark you alluded to a couple of times, we have an issue with the MOU overriding the Health and Safety Procedures Manual, the MOU prevailing the health and safety procedures manual. And again, there are things, and I'll use an example today that</p>

the Superintendent used and we'll get into this as well. When we speak about the mask mandate. The Superintendent, based on the policy EBBA, and the masks made the decision to implement a mask mandate for all employees' visitors, guests, guardians etc. for the next 30 days with the opportunity to reassess that right before that 30 day period expires. That's a perfect example of the District and the Board, being able to make changes if the MOU prevail over the health and safety procedures manual or anything outlined in this agreement, we would not be able to do that, we would be hamstrung with that. We could not make that change, that we haven't we have an issue with that. And it really is eroding our management right to be able to run the District so for us, we cannot agree to that. And also, what I would say here is there's other examples and I used this last time, where the DOH has made a change. So the example I gave the last time and I'll say it again is when people were being put out on quarantine. The first set of days, number of days they used was 14 and then it moved down to 10. So, that also changed. We've modified some of our language and our proposals to reflect that. As an example, but this particular proposal MOU prevailing over the health and safety procedures manual. That's a nonstarter for us, That's not something we can agree to it if we go to the end of that same paragraph we did change the number of days to five. And the other language at the bottom I think was already struckthrough. So we're in agreement with that. Under number one health and safety. We did it, we can agree to an industry guidance and best practices. We believe the way that we've written the language here allows for us to again have some flexibility with respect to what local health officials are saying. And as appropriate to both not only the state but also Orange County, and the CDC yes of course they provide recommendations on things, those recommendations change, but at times, the local health officials have a different recommendation, or what they're providing to us differs from the CDC. So the way that we've written the language really reflects and respects you know both of those. Both of those areas both the CDC and local health officials, relevant to the Department of Health. I know you added language down at the bottom that said any executive or emergency order. We could not agree to that because if it says any that would conflict with the current executive order from the Governor on the mask mandate, which is law right now, we cannot agree to that. So we did strike through that. At the very end, we didn't; however, we don't have an issue with you, the Union taking legal action against an emergency order an executive order. I know you've done that in the past, I mean, that's your prerogative. We don't have a dog in that hunt relevant to you doing that, and that's your right, obviously.

Number two, you know, I had some discussion with leadership about this. And the issue that we have with this is, we've had a lot of complaints from parents about not being able to come on to the premises, and also it restricts the ability for tutors, I use that as an example, the last time. It restricts mentors, coaches, the PTA from coming on to the property or coming on to a school site. So, this is not something we can agree to, obviously we had some discussion a few minutes ago and my communication with you, Wendy about what the Superintendent is implementing around these folks, visitors, volunteers, etc. having a mandatory mask for the next 30 days so we believe that that does mitigate or offer some mitigation relevant to your concern number two, but we can't agree to it in totality.

Number three, we're fine with the word update, but we did add in language that says the District will keep employees and the community informed via the COVID-19 Dashboard we think that's sufficient. The Dashboard is available to all, they can pull it up on the website, they can look at the information. We also have frequently asked questions relevant to the Dashboard, and we do know that the community, employees, parents, etc, and the union, look at that information. I think it's A through H. That's not something we can agree to because we believe we've already adopted, that we believe that that's the, those are protocols that we've already put into place I had mentioned that the last time. I know that you had indicated that that was something that you had to have. However, we believe that these items have been implemented already throughout the district and we have plans in place by line of business, specific to these areas.

So number four, I think we're in complete agreement with number four. That's why it's completely in green.

Number five, we're in complete agreement. And I think, number five, is a big deal, and let me, let me explain it, and I'm sure you would agree with this, but we've got it, and the Board has gotten several hundreded emails about employees being paid for medical relief duty, specifically as it relates to being out for quarantine or being out for the COVID-19 illness itself. This provision in the agreement would allow for that paid medical relief of duty, so let me give you an example, there could be an employee who gets quarantine, right, they return to work. Again, specific to being fully vaccinated so this let's use the example as it relates to language, a fully vaccinated employee who gets quarantined, come back to work, three weeks later they test positive for COVID-19. They would be paid for that time, there is no specific limit to that. It's not prescribed, obviously in this provision, and the DOH would determine the time necessary for the employee to be out. So we think that this is a big deal for the teachers, so the teachers that are listening, those that have emailed the Board Members, those who emailed the Superintendent, those that have emailed me in fact I responded to two emails, this morning, and let the teachers know that this was on the table, and that we were still bargaining. So this I think this is a big deal. We are in agreement with this, I know the Unions in agreement with this.

Six, we can agree to strike through that, that's fine.

So seven. We're going to leave the language in here so we can agree to this, but just know, and I've already put it on the record a couple times we have no intent to provide employees with a waiver we never have. But we'll leave it in there. And we don't have a problem with it.

Number eight, you know, again, I know you put this back in here that any and all. We think, we still think that's too restrictive. You know and I know the union has said we don't like the verbiage "where possible". But we do have to have some flexibility around our meetings, and when we have large scale meetings, and where it's possible we will ensure that those are virtual. So we went back to our original position.

Next, nine we did say partially agree but I would say three quarters of this we can agree to keep scrolling down. You know we have some concerns about this, we

know that the social and emotional wellbeing of our students is critical. We know that a lot of our students require, absolutely required to meet face-to-face, to speak to our psychologists, social workers, counselors, dean's and in conversation with leadership about this. We felt like this was restricting us from having the student have the opportunity to meet with those individuals face-to-face. And, you know, the way the language is written, it says, if it can't be maintained and the meeting can't happen. So we're happy to agree to the language that says the District will provide Plexiglas barriers in their offices in the event that is to being must be conducted. We have no problem with that but we do know that in many circumstances the student needs to be face-to-face, they need the ability to speak to somebody look someone in the eye, listen to what they're saying, listen, empathize provide solutions, they need that face-to-face conversation, it cannot be done virtually. So with respect to that. We can't agree to the language restructure but we can agree to that first sentence. And so I think we have agreement with that.

10 is also some of the same conversation I want to just point out, Mark said the last time that we wouldn't let a GrubHub person into our house for food. We're not saying that these individuals need to come into the house in fact we, I remember very distinctly where we bargain the last. Last year, our conversation was, it could be a knock on the door and the person stays outside, checking on the wellbeing of a student and checking on the wellbeing of their situation. We're not saying that you have to go inside and sit on the sofa. We're not saying that what we're saying is that this potentially could also impact a student, very directly. If there is an inability to go and conduct a home visit, so we cannot agree to that language.

11, We feel like we can agree to, we put the language back in, and we added, originally it did say where feasible, and the original agreement between the parties. You guys changed language to say unless the face to face meeting as requested by the parents. We don't want the onus to be on the parent. We don't want the parent to have to say to a school principal, social worker, psychologist, I request a face-to-face meeting. We would rather that the parent, if a virtual or conference call is needed or necessary or that discussion happens between the parent, social worker, psychologist, counselor, dean, behavior specialists, etc, that the parent agrees to that so language you put in is if agreed to by the parents/guardian.

So, again we don't want some parents may not know that, that they have to request it, so we don't think that language needs to be in there, we think that the onus should be on the school and the employee to say, listen, can we conduct the call virtually? Are you okay with that, can we conduct the call through a conference call by phone, are you okay with that if they agreed to it that's fine.

We have no problem with that. Well, the way the language is written by the union, it's a nonstarter for us in two ways. One, and I mentioned this before, this first is it violates the School Board policy, and I think you can certainly see by the Superintendent, the Board's actions, that the Superintendent certainly understands what's going on right now with respect to the pandemic and has made the decision to implement masks and make it mandatory for 30 days, reassess and go from there. And not only for employees, right, but also for visitors, guardians, vendors, that's also in place and that was also announced this morning. But the other part of the proposal is that you're also indicating that students have to be mandated with

masks, and that's not something we can agree to. It violates the executive order by the Governor. And that language is very clear and I do know that other districts. In fact Broward which is a district that you speak about quite often, Broward actually made an announcement that while they originally came forth and said they would make masks mandated or mandate masks for students, they've now come back and said no we will, we will comply with the Governor's Executive Order so that's we're in the same place, we're going to comply with the Governor's Executive Order, we will not be mandating masked students, however, we will be encouraging them to wear masks, the Superintendent did speak to that, this morning as well. That was in her communication. The KN95. Again, we can't guarantee you KN95 masks. Masks, yes, but that specific mask we cannot guarantee. I think we're fine with, we can partially agree to the language. You know some of the some of the elements in here, District will schedule routine cleaning and disinfection, as I stated the other day that's already part of a plan that custodial hasn't placed. So that's something that they'll be doing regularly. We're okay with the language that you I think agreed to strike through at the bottom, and the rest of the language in the middle is fine.

14, obviously, there were no changes to 14/15. We can partially agree to the language, you actually proposed language that the District will make all reasonable efforts to ensure, and you said CDC recommended again after look at the totality of not only the CDC, but also the District has to look at that but also local health officials, what is the Department of Health saying. What is Orange County Department of Health saying, what is going on in the state of Florida. So we have to look at the totality of everything, all advice and counsel, as it relates to that. So we did strike through that, but the rest of the language we were fine with what we did add were feasible, and I know when he doesn't like that language, but there are other sections in this agreement. At the end has already agreed to where it says, where possible, where feasible, and in fact, many of the items that the magistrate recommended that were agreed to between the parties. The last go around, say, where feasible, where possible, and then of course we can agree to appropriate signage will be distributed to and displayed in school.

That was a proposal that you added, we're in agreement with that

16 you struck through or an agreement with that we had originally structured

17 The language at the end. We don't think needs to be in there, the parties agree some special needs students or teachers may need accommodation. We think that's a given that, obviously, students and our teachers may need accommodation. When you say teachers I guess maybe I need to understand a little bit more about that specific to number 17. Because 17 speaks to, really, the health and safety practices and protocols that are already in place, or will be communicated to students and embedded in the routine. So, the way it's written, we think, is broad enough to cover all elements of that discussion.

I still think that number 18 I know that you said you had concerns about 18 because you felt as though 18 was punitive. I don't know if you use that word exactly, but I'll use it, punitive against teachers, and that teachers may essentially be pulled in to Professional Standards. We have no intention of doing that, obviously, if there's



something that requires us to pull in someone to Professional Standards, where there's gross misconduct, things of that nature, obviously, there may be an investigation, and you've already highlighted that or identify that unless the employee is grossly negligent so I don't think the language needs to be in the MOU or you may disagree and that's fine.

But we think that 17 covers both 17 and 18, even though you have an element in there about negligence.

19 we are in complete agreement, no changes are made by either party.

20 I know you came back to this and said, we think you need to agree to this because you agreed to it the last time. Again, it puts the District in a bind. We cannot limit the coverage; it would have to be expanded to the entire employee base. So any new employee would need to be covered immediately. That is not something we do, in fact, when I started with the company, I had to wait 59 days. While I can certainly understand your position as it relates to COVID testing etc., that is not something we can agree to right now because there is a larger impact bigger impact to the entire employee base.

21, I am not sure why the union is opposed to this language? Again, it's voluntary. A teacher would grant listen only, we're not saying that the teacher when he I think made the comment that we're not going to have teachers do hybrid again, we're not saying that the teacher would be doing hybrid. We're saying that as a student simply wants to hear a lecture, or a student wants to hear what's being discussed in the class that doesn't mean that the student is responding. It means that the student is just listening in. So there's no onus on the teacher to have to, similar to how it happened last year with hybrid, the teacher does not have to ensure or follow what the student is doing. Again, the student is only listening into the lecture and the student is not participating in Q&A, the student is not raising their hand to validate or understand what the lesson is about, the student is simply listening, and to understand what's going on in the class.

22 we don't think the hybrid instruction is not permitted. We don't think that needs to be in here. There's, first of all, hybrid instruction is not, it's not even funded. And if there was going to be any type of hybrid instruction. First and foremost, the state would have to approve it. Second, we would have to inform the union that it was going to happen. And third, there would be some form of effects bargaining. So, as it's as it pertains to our discussion now and here in the now. There's no hybrid instruction, so there's no need for it to be in this MOU. That is our position.

23, I know we had discussion about this already on the arbitration award I think maybe you think I misinterpret the arbitration award, and that's okay I just want to say that there's, there's language already in the contract that speaks to the duty day we don't think it needs to be in the MOU and there's, there are several areas in the Contract that you have inserted into the MOU. And we don't believe that it needs to be in here, perfect example would be number 24 You struck through number 24 because it's in the contract. So we're not in agreement with 23 being in this MOU.

24 of course we agree to because we did strike it through and we think that it's already outlined in the collective bargaining agreement.

	<p>25 is, again, I think it's a normal and inherent management right. It's outlined in Florida Statute 447 209 We don't think it belongs in the MOU.</p> <p>26 is already in the contract, as I mentioned earlier about 23 and 24. We don't agree with that language being in here.</p> <p>27 we talked about this a little bit, and I think Mark alluded to yesterday or the day before that, we don't want teachers having to narrowly walk through a classroom or get too close to a student. I think our thought process here is that we certainly understand that teachers want to maintain social distancing as best as possible, and to keep their distance where they can. But what we also need to understand is the situation as it relates to last year, we agreed to...</p>
<b>Mark Richard</b>	Jim if you can hear us, you're frozen. (Technical difficulties with Zoom)
<b>James Preusser</b>	Sorry about that. Are you there still? Can you guys hear me?
<b>Wendy Doromal</b>	We hear you.
<b>Mark Richard</b>	Yes.
<b>James Preusser</b>	<p>Anyway, where I left off was on number 27 And so we believe that hopefully you heard the portion where I was speaking about area superintendents and principals that, you know, they, they need, they need to use care and compassion, and conducting evaluations, and we believe they should not be holding it against teachers when they're in the classroom conducting an evaluation, if they're unable to navigate throughout the room. So that is, that is really our position on that, we don't think it belongs in the MOU. We would not use it in a punitive way against the teacher.</p> <p>Last but not least under the terms are two more things under the terms and conditions. Our position is the same. Yes, we put partially agree because the last time we both struck through, but we believe that the language the way it's written, would essentially force management force the District to come back to the table every time there was a change. We don't agree with that we think that there are some things that are again and I put the language. And Mark, you should recognize this and reserve and retain our normal inherent rights or management rights with respect to the business in respect to the district and how they operate. So we think that, again this also is in alignment with the MOU and the fact that union position is that the MOU would basically prevail over any health and safety procedures manual, we don't agree with that. We can agree with the language the way it's written, the rest of the language we're fine with except for, at the very end.</p> <p>I mentioned this at the very beginning, we cannot agree to the contract or, excuse me, MOU expiring on May 27 2020 And the reason we struck out that the language at the end, is because the language at the end that you've incorporated has to do with a May 27, 2022, expiration date is no longer applicable for December 31, 2021, expiration date.</p> <p>That is all I have. At this point, I apologize. Hopefully you heard me. After number 27.</p>
<b>Wendy Doromal</b>	Well, thank you. Of course, we're going to go to caucus, so it's very disappointing, would you struck through, it shows a lack of concern for your employees and

	<p>students. And I just want to say you did say a few things I do need to comment on, such as the Superintendent strongly urges that students wear masks. Well, I don't believe that because I look at the COVID-19 Safety and Health Procedures Manual and there's picture after picture of children without masks and if she was strongly urging it, they wouldn't be on there and I see on the OCPS social media, welcome back to school, and pictures of children without masks so strongly urges would mean you have one uniform message, and you don't. That's why we need things spelled out. Same way, the other thing is that you you're, you don't want to move it to, to a reasonable time like every other district that I've seen, their MOU does till the end of the school year, because, oh my gosh, you might have to negotiate with the union. That's the reason. Because if you bargain in good faith, and COVID cases went down, of course we would say, we don't need that anymore. So, you just want control, control, control, control. You have a reputation as being the nastiest, and the most autocratic district in the state and you've earned. I know Mark wanted to say a couple things before we caucus.</p>
<b>Mark Richard</b>	<p>Yeah, a couple of things. I really hope everyone watching understands what was just said because it was an enormous amount of disingenuous, double talk. Probably I'm going to guess, but maybe as much as 70 80%, a large number of the things that district, cross through sir, were things you agreed to previously, you went over an item by item by item I have in front of me want the world to see it, December 8, 2020, an agreement of nine pages, signed on December 8th signed by both parties. Most of the things that, you know, the District just crossed out are in here and they accepted. And then they start saying they have problems with it. For example, the very last thing, was it you could never agree to this and it says the parties agree to further establish in writing best practices and mechanism, blah blah blah. The very last thing you talked about, is right here with your signature. And then we did another summer MOU.</p> <p>Are you going to let me finish? (Mr. Preusser appeared on the zoom screen)</p>
<b>Wendy Doromal</b>	Oh no, you are not going to interrupt.
<b>James Preusser</b>	I wasn't saying anything to you. I am sorry.
<b>Mark Richard</b>	<p>All the signatures, that's the District, approved by the Board, approved by the Superintendent, MOU's for summer. And in these two documents. In these two documents are dozens and dozens and dozens and dozens and sentences and hundreds of important words that they've now in this document stricken stricken stricken stricken.</p> <p>So, the first thing we want to say is, it is remarkable that a District in a health pandemic would have agreed to things for over a year, never told us they had problems, and now strike through them to diminish the level of safety.</p> <p>So let's take a look at a few things, December versus May. We're not doing this because you're not doing this because of you're worried that things will change, we put a sentence in from Pascoe model after Pascoe that says, we'll revisit this is the science changes or the infection changes, but you all know that if we go to you know impasse if the parties go to impasse and you've already said things are nonstarter so we know what you're thinking.</p>

But it takes months to get a resolution from a magistrate. We offer to skip that because it's safety, you all know, won't do it. And then it takes more time, most likely to get to the school board between now and December, so you will have stretch this out past December, and have no ability to get a new agreement.

Let's go on to other things, so critical in these other two documents that you signed last time that, you know, Superintendent Jenkins approved last time, that the School Board was okay last time, because it was safety, and we cared about each other.

And you said we were going to do this arm and arm in an unprecedented pandemic is an entire section of words you stricken out about which prevails. So, hear us, everyone needs to understand, last time when we wrote this, we wanted to make sure that they couldn't just rip it up the next day, go to the manual, gut it and change it.

And they understood that and agreed that this agreement would prevail over anything else, otherwise we have nothing. And they understood it and twice, if not three times I only have two in front of me. That was okay. If we signed the way you put it forward, you can go to the manual and change every single thing in here and change it.

Now, those two paragraphs were critical and agreed upon by the District. And now the District, as the pandemic is getting worse, is trying to act reasonable insane, but we won't have them in the new agreement.

Let me proceed on. Amazing. So whatever happens in this MOU, it could be Charmin toilet paper, because you can flush it at any time, because you've taken out the one protection for teachers, teachers, and social workers that says if you vote this in, and we come to an agreement, this will be honored. You're saying for the first time ever that despite what we did at least twice before you're not willing to honor what was there, under this idea of flexibility. This isn't an exercise for Harry Houdini and flexibility. This is about safety and stakeholders come together and make agreements. And then I want to just hit a few more highlights and I will be done but I think it's critical for everyone to understand how incredibly disingenuous, the responses. So, we told you something was critical from our members in terms of this having the ability to be maintained enforced, not gutted, you came back in the words today was it's a nonstarter, we will not agree, someone wrote it down to one, a document with this in here, something you've agreed to for almost a year. Okay, now you won't do it. We hear you. Now, the CDC, You have stricken through the CDC you left in the recommendations. But now, even though last time you were willing to look at their considerations and you used to say, I follow the CDC, unless they're in conflict with other laws, and we were okay with that last time, now you don't even do that in paragraph one and paragraph two you pretend it's so it's so sad that we would want to keep important people out of the school. Now, we're in a life-threatening pandemic, we should limit it to all non-essential school site visits. That's it. We can agree that maybe someone's essential a parent picking some kid have a child who's having a crisis of course, at that moment, they would be essential, you're struck through it, even though last time you agreed to it.

Paragraph three you struck through sending people home or symptomatic, informing the union, cleaning areas, preparing targeted schools for closure, all the things you agreed last time you struck and said, but they're in the manual, but you can change them anytime your teachers are smart, they're not fools. They know that if you can change anything at any time. And you've gone back on a year's practice, and every commitment you made in March in December, you're taking back now. They're a pretty smart group of educators, teachers and counselors and librarians. So paragraph three. All these stricken things here, they were okay with last time, and now they're all stricken, and they say, oh, we're going to put it in the manual. And then we say, and who gets to change the manual, they did and how much change that they made, I believe they cut more than half of the manual. I think it went down by 40 of 60 pages, they went through this thing right here. This is the greatest weapon at the Orange schools, the keyboard, they just get on it, and they think this is the only thing that stands between them, and a public school. This is the public school, not Dr. Jenkins' schools, it's all of our schools, and they just type away and they keyboard away, and they change at all. And so last time, twice, we had agreement that that couldn't happen. So let me go on more quickly.

Then we had one in paragraph eight that you agreed to last time about virtually attending PLCs and IEP, and you've limited it to just, well, where possible, large-scale meetings will be virtual. This pandemic is killing people. We're asking you to use language we've agreed upon that says certain meetings should take place, virtually the whole world has tried to figure the balance out kids come first. We're going to be said, we come back to school, we go into the bathrooms; we go into the hallways. This is an incredible School District. We know that certain things are going to have to happen face-to-face. And we showed up last August. And we were there the whole year. But now, when we asked you to try to limit the number of planning sessions, IEP. Sometimes there was administrative meetings that no offense are jibberish. We could have sent a memo out, and we're causing people to breathe in each other's aerosol, because you refuse to use language you used once before. It doesn't make any sense. It does not.

And then the home visits. They struck through them again. bargaining units will not be required to conduct home visits, and it's unbelievable that you would literally deal with things completely differently now than before. And I find it fascinating.

Here's one they struck through social workers, counselors and deans shall not be required to meet face-to-face in their office, with more than one student, so one student can be there. If the six feet can't be maintained. And then they write jibberish in boxes on this thing. So, what do you want to do, jam five students in there. You can't tell a student to stay in their distance and go back to their classroom until they're ready and called. I go to doctors' offices, Kentucky Fried Chicken does better than that with little things on the ground. I've been in retail establishments who say, no, don't come in my, everyone's going to have a place in the school we've been here since August of last year. It doesn't make sense.

Let me go on another one, the masks, I won't even speak to because it's so, we appreciate which Superintendent Jenkins did today, but wow profiles in courage,

who's going to stand up. Now I believe today, Alachua put in a mandatory mask. I believe it's for two weeks I don't remember for pay, I don't know if it's K through eight, I don't remember the specifics, but at least that's someone who's willing to say, I know there's an order from the Governor, I don't know if it's legal. I don't know whether it is or not, but no one can order me that make the kid unsafe. And we're looking for that, although we applaud the step, it's nowhere far enough.

Then we ask for a checklist you know when you go to the airport in Miami where I live and I know it's I'm sure in Orlando. Heck, when you go to Wendy's restaurants on the back of bathrooms, they have checklist to make sure things are clean. Why do they do that they show the last time someone clean things, because industrial science allegedly shows that you have a higher efficacy rate if people log in and log out. You were okay with that once before, we asked for a checklist to know if the bin of demonstrable toys and other things have been clean. It also lets the teacher know in the morning if I don't see a signature by a fantastic teacher like Wendy Doromal, I'll clean it myself maybe or call for custodial help. It's called checks and balances. It's why doctors when they give you a blood transfusion, always have two people check the unit, so you don't go into some sort of shock with the wrong, wrong type of blood being put into your body. You take that out.

It's the CDC recommendations on social distancing, we came to you on that as a sign of good faith, and then you put in where feasible yes we have used that word, you make a decent point, but it is completely unbelievable that the things you've stricken through that you agreed to last time.

We asked for time to clean the rooms in between schedules and you go, no will partially agree to this things you've agreed to.

Then how about this, we asked, what you agreed to before, that we will teach our students, but we won't be forced to get into a confrontation if we can't get a student to take the proper hygienic steps, something we all agreed to something that worked for a year. What do you guys do. Get out your word processor, look at this Wendy, this is their weapon, they'll change anything they can with a keyboard, even though they agreed to it before, to maintain control, they will hold this with their until you to pry it out of their fingers because they'll never give up anything, even if it's about safety, even if it's something we've done before, it's not making any sense.

And then I'll just do two more and I'll be done. Teachers will be not penalized for choosing two maintain, six feet distance, and will not be marked down, and you say this conflicts with effective classroom strategies. So what you're telling us, is you think we don't know how to have effective classroom strategies. Stop with the memos that we're so terrific that are so cheap, it just takes a few keystrokes to say how terrific the team is, but we're not intelligent professional and ethical enough to know how to balance teaching with the fact that I'm taking cancer treatments, and I don't need to walk around the classroom and get within six feet maybe have a student who's not wearing a mask, who's coughing who has mucus dripping from their nose, who's sweating from perhaps a fever. And when we try to put language in there that you just won't penalize the teacher, your answer, of course, again, is type away into a little cube box conflicts with classroom strategies, instead

	<p>of sitting down with the educational experts and saying, we have to make sure that doesn't happen.</p> <p>And then lastly you ended it up and said at the very end, you all know that we can't give up this last sentence and you mark through it again, that we agreed to further establish in writing, best practices, etc. something you've agreed to signed, sealed and delivered twice. So what you did is you took everybody went through the thing they try to take the green and confuse you. Look at the strike for every strike through is that no to a teacher, every strike through is we don't care that we agreed to this for a year. We're not going to be there again, every strike through says we don't trust you. And then the one thing that you bring up which is a really good point. I think it's paragraph five about insurance and people staying home that is good, so go do it.</p> <p>Go ahead and do it. And so don't say I've talked to teachers in their waiting, you didn't ask for impact bargaining you if we didn't ask for the bargain, we wouldn't be here. And by the way, you know, we're not waiving subjects that are mandatory subjects by engaging into the impact session but that's a legal side point.</p> <p>All I want to say is, this is such a departure of what was agreed to last time, we have your signal, loud and clear. Our safety is second to your control, what was good for safety six months ago is no longer good, as things are more urgent and exigent, and that what you're saying to your teachers is us having control is more important than substantively partnering with parents, community, pediatricians, political leaders to get into a joint stakeholder position. We cannot imagine that you would have stricken through things that were in last time, unless the science required they be changed, and we even put a sentence in that said we can meet as things change to revisit this and even that was rejected. Thank you, Wendy.</p> <p>We will take a caucus now...</p>
<b>James Preusser</b>	I'd like to respond; I'm going to respond please if you don't mind. So, first of all, answer this question. Mark, is the proposal from the Union a package proposal?
<b>Mark Richard</b>	Jim, I'm not answering any more of your questions.
<b>James Preusser</b>	You're not going to answer my.... well we'll just look at the record then so I'll just let the teachers know I'm going to let everyone know I'm going to respond.
<b>Mark Richard</b>	Well obviously...
<b>James Preusser</b>	The proposal.....no no... you said you are not going to respond.
<b>Wendy Doromal</b>	We never said that, Jim. Jim no I get your game, I get your game here. Is yours a package proposal? Jim, is yours?
<b>James Preusser</b>	No, I asked you a question yesterday. Is this a package proposal? Mark said it was a package proposal.
<b>Mark Richard</b>	No, you are misrepresenting.
<b>Wendy Doromal</b>	Absolutely did not.
<b>James Preusser</b>	No, yes you did.
<b>Mark Richard</b>	Jim come on now. You said all these deal breakers.

<b>James Preusser</b>	You might want to listen to what you said. The union's intention, just revised, was to provide this proposal, and basically say if you don't agree to what we've put on this paper, we're not going to agree to anything. And that's your, that's your position. Yesterday, yes, it is you said it yesterday. It's, it's in the record, it's in the bargaining record. I had literally kicked it off this morning, I literally kicked it off this afternoon, excuse me, saying, I'm going to respond to your package proposal so if you didn't think it was a package proposal, Mark, you would have said so.
<b>Mark Richard</b>	You told me not to interrupt you, Jim.
<b>Wendy Doromal</b>	You have a comprehension problem. We are here to bargain. How late you're willing to sit with us today and if you could you actually bring someone to the table who has authority.
<b>James Preusser</b>	You're being very offensive, go to caucus.
<b>Mark Richard</b>	Let me clear the record up.
<b>James Preusser</b>	We are going to step out. No, try to clear it.
<b>Mark Richard</b>	Yesterday, you stepped out and turned off the screen for yourself unilaterally, so let's not do that.
<b>James Preusser</b>	What did I do? Yesterday?
<b>Mark Richard</b>	Yes you did yesterday. Yesterday, then it looked like you did.
<b>James Preusser</b>	I did not ever step off the screen once. You took us off the screen.
<b>Mark Richard</b>	Okay, it's irrelevant. The bottom line is we present things of course, as a package, but obviously we're able to move on individual items as we showed you. And I guess you showed us. So, no it isn't. Take the whole package or leave it. We've never said that. And yesterday our yellow showed compromise and changes, and you all did the same thing today. You asked me...
<b>James Preusser</b>	We have changes too, we get changes too, we made movement, too.
<b>Wendy Doromal</b>	I want to say, though, Mark please that your movement, Jim was that you agreed with our movement in most cases.
<b>James Preusser</b>	Not in all cases it was not.
<b>Wendy Doromal</b>	In most cases. Let me count them during caucus and I will get back to you.
<b>James Preusser</b>	That's fine Wendy. You can count them I do not have a problem with that. So, are you ready to go to caucus?
<b>Mark Richard</b>	She asked you a question, though, are you willing to have someone with authority so that we can bargain?
<b>James Preusser</b>	I have the authority, and I told you the issues that we have with the proposal, let me just name three.
<b>Mark Richard</b>	But Jim are you willing to bargain for as late as it takes to get a deal tonight?
<b>James Preusser</b>	Let me explain to you, of course we are, but let me explain.....
<b>Mark Richard</b>	Can I finish? May I finish?



	What we're asking gracefully and respectfully. This can we all during the caucus, are you willing to give time to continue through whatever hour it is tonight, to continue or not. Can you say yes or no to that at this moment?
<b>James Preusser</b>	Yes, but, the issue that we let me explain to you because I want to make sure that you understand when you got to caucus, where there's no movement, okay because you you've placed your position, pretty clearly and stated your position pretty clearly on things. So let me, I'll just call out three things. I'm not going to, I'm not going to go through every proposal. I did this the last time when we bargain. We have three major issues with this proposal from the Union. The first one is the term of the agreement. Okay, you want it to go to the entire year, we cannot agree to that. The second issue is the MOU prevailing over the health and safety procedures manual. We have an issue with that I told you, that's a nonstarter already. And the third one is number 12 the mask mandate. We cannot agree to that, the way it's written. So, if you take everything else and put it aside just for a moment, those are the three biggest issues that we have, plain and simple.
<b>Mark Richard</b>	Okay, so I appreciate the candor on that. So, two questions one and two. So you're saying that everything else you could agree to if we...
<b>James Preusser</b>	We didn't say that. I didn't say that I said those are the three biggest issues that the District has. You've already told me that the MOU must, because you use the word enforcement, quote unquote, you told me that the MOU has to prevail over any health and safety procedures manual the way language is written, I cannot agree to the way the language is written.
<b>Mark Richard</b>	You did before. Twice.
<b>James Preusser</b>	I said it a couple times. Yes, so I thought my point was clear on that.
<b>Mark Richard</b>	But you do agree, you agreed to it in March.
<b>James Preusser</b>	And I gave rationale for why we can't agree to it.
<b>Mark Richard</b>	Go ahead Wendy.
<b>Wendy Doromal</b>	Please let me respond. I do not know one district, where a manual prevails over an MOU not one, not one in the state, not one in the country, and I'll tell you that I read several districts this week, that came to agreement, and they also signed off, mutually on their procedures and protocol manuals. So, I would say, the District has a problem, that it's not seen in other school districts across the state, you have an autocratic control problem. You refuse to bargain in good faith, and I want to go through the MOU and ask you. Okay, those are three places you wouldn't change, would you change any others, or no, or are we going to keep giving you counter proposals, and we make movement and you just say, okay, we come to an agreement because we made the movement, and you made a tiny concession is that how you're going to bargain with us?
<b>James Preusser</b>	Wendy I would ask the same question of you, you reinserted the same language, you're interrupting me now, you're not letting me answer you reinserted the same language in your original proposal, the majority of the items back into this document. So, I think the District made movement where we could make movement, but I'm being very transparent with you about these three issues, those

	are three major items you have told me wholeheartedly several times that you have to have this MO U must stay intact for the entire year. You have told me multiple times that we must have a mask mandate for both employees and students multiple times. I've given you the rationale why we cannot agree to that. You've told me multiple times, why you have to have the MOU prevail over the health and safety procedures manual, I've responded to you on those three very specific areas. So the reason I bring them up, is though, there's no movement on those items. I'm not moving on those items.
<b>Mark Richard</b>	We will go to caucus.
<b>CAUCUS</b>	
<b>Wendy Doromal</b>	Maribel, can you put up our proposal. And Mark will walk through it. I think you need to make it smaller. (See Appendix B)
<b>Mark Richard</b>	<p>Hey Jim, so we're still working on the other issues, it's hard you know you were really candid and it was appreciated. One of your very critical issues about the MOU not prevailing, as it has in the past is as critical to us, so we're going to continue bargaining and want to bargain with you through the day and evening as Wendy will talk about, but we also have issues where we want to, you know, hope people get vaccinated. And that is something that the Superintendent wants you guys want everybody, and you spoke to this before I forgot what paragraph number was 10, or five, five, and this is something folks need relief on, and it's a good thing to motivate and to give you everything you said we agree with. So, we would like to because you could do a series of MOUs continue working on the other one, but at least get this agreed to between you and Wendy right now.</p> <p>So folks who are sent home who are vaccinated as you put forward here can get this relief, we want people as many human beings as we can to be as safe as we can. And those who were vaccinated made that attempt. So, we would like to do this, and we will go back into caucus, I don't know I'm guessing Wendy, they were about...</p>
<b>Wendy Doromal</b>	No, we have something else to present after this Mark.
<b>Mark Richard</b>	Ok, good. Perfect.
<b>Wendy Doromal</b>	So do you want to scroll down Maribel and can you send Jim and LeighAnn a copy of this, please. And this is the one, Jim you we're talking about saying that we really can't wait and we know that right now we have teachers who are out on COVID. Who have been vaccinated and they are not, they have to use their own leave. So we think that's not fair.
<b>James Preusser</b>	I understand the proposal. Can you give me, maybe five minutes?
<b>Wendy Doromal</b>	Yeah, can we send it to you?
<b>James Preusser</b>	Of course, please. I understand the proposal.
<b>Wendy Doromal</b>	Well, well, why don't we just break for five minutes?
<b>James Preusser</b>	Maybe give me 10, give me till 2:45. I'll text you when I am ready.
<b>Wendy Doromal</b>	Will proceed ourselves with what we are going to review.

CAUCUS	
<b>James Preusser</b>	Okay, thank you for the caucus time. We do have, we made a couple slight changes to the document. Let me pull it up for you. (See Appendix C)
<b>Wendy Doromal</b>	Let me allow you to share.
<b>James Preusser</b>	Okay, thanks. LeighAnn as well. So, I think you guys have heard me say this a few times on the timing, in terms of the term of the agreement. We can agree to all the language, the main change is the December 31, 2021, date. And we did say just to be clear, its COVID related medical relief of duty I think that's probably very straightforward but we wanted to make sure because I did describe in bargaining it would be for obviously quarantine, or if you're actually ill. And then obviously the other elements are there so I think if the union is in agreement with these changes we can sign it right now.
<b>Wendy Doromal</b>	Can I ask the question here? Could you not want to do it through the year, because you could have a different variant, according to physicians, because so many people are not vaccinated they're worried about more and more variants coming. Why not make it through the year and if you don't need it, you don't need it, because no one got sick?
<b>James Preusser</b>	I understand, I think, again, this after having some discussion about it with the Superintendent, I mean this is what we agreed to, as well with the other union, to the end of December, we certainly have no problem with coming back and visiting if obviously if there's still an issue. I think the District would be willing to extend it beyond the December 31 timeframe, but as we are right now, that's our position is agreeing to the end of December. And like I said we were happy to sign it today.
<b>Wendy Doromal</b>	So, am I to understand that? Could we say could be extended by mutual agreement could we just add that? And if we can do that, I think we could sign it right now, if you can put it could be extended by mutual agreement.
<b>James Preusser</b>	Well, I think it says that unless otherwise mutually agreed to by the parties in writing, says the very last sentence. And that's your language that you guys put in so I think that provides us to do that. We'd be willing to, you know, if we get to November, October, November timeframe and this is still an issue with the variant, I'm sure that we would be willing to speak to you about it, and I'm sure the Superintendent would take it into consideration.
<b>Wendy Doromal</b>	But we're not, because I'll tell you why we're not. Because we had all these MOUs, we agreed upon the language, we went to so much work to get them signed, and then you can agree on the same language for this time, so I know you say you feel confident but we don't have that trust. So, Mark, can you speak to this?
<b>Mark Richard</b>	Oh, Jim. Are you, are you saying, it is our language unless otherwise mutually agreed, but we thought it went through the year of the contractual year. Are you, are you clarifying for us for our notes that unless otherwise mutually agreed includes the extension. In other words, are you saying it says that, even though it doesn't say it?
<b>James Preusser</b>	I'm saying that we would agree to December 31, unless the parties agreed to a date later than that.

<b>Mark Richard</b>	Can you write it that way, unless the parties agree to with a date other than that, in writing?
<b>James Preusser</b>	That's what it says must otherwise mutually agreed to by the parties.
<b>Mark Richard</b>	Yeah, I know but we had at the end of the contractual year, you want to end it for the year. Well let me just first clear up, you will mutually extend it if you and Wendy think and the Superintendent think it makes sense.
<b>James Preusser</b>	I'm saying. Yeah, it would have to be mutually agreed upon by the parties to extend it beyond December 31, 2021. Yes.
<b>Wendy Doromal</b>	One other concern is that I'm hearing a lot of while the other union, and I want to make it clear that we are a separate union. I want to make it clear to my members. We are a separate union, and we don't bargain in joint with them on things and because you agree to something with them does not mean that you have to follow suit with us. If it does, I have a real problem with that, because it seems that some of the things that they might agree with, we might not agree on, and so you're going to come back and say well they agree, and I don't, I just don't think that has a place at this table.
<b>James Preusser</b>	For sure separate bargaining unit and I recognize that nobody's saying that and no one's saying your aren't.
<b>Wendy Doromal</b>	I have heard that a couple of times. It gives me a concern.
<b>James Preusser</b>	Let me finish. And also, the reason I stated is because we have to look at the totality of the District. I understand you represent your bargaining unit members but if I were to offer you an entire year and I just signed an MOU, a week ago, and it expires December 31. Talk about bad faith bargaining, We're not going to do that, so I've already spoken to the Superintendent about it. She knows that you presented this, and she said she's willing to go to December 31, 2021. And that's our position.
<b>Mark Richard</b>	Can I ask you one other question Jim?
<b>James Preusser</b>	Of Course.
<b>Wendy Doromal</b>	So, I want to make sure that if Wendy and the team has agreed, or they're agreeable to this. We're not foreshadowing that we're going to accept December 31 as we continue to the other bargaining. So, in other words I don't want you to come back and say, you agreed to December 31 here, it's, we're not setting a precedent for the rest of our negotiations here. You may keep that position, but I don't want you to come back and say well you did this MOU with this.
<b>James Preusser</b>	I think just, I understand your position but I think I've been very clear about the December 31 date.
<b>Mark Richard</b>	You have been.
<b>James Preusser</b>	In all shapes and forms.
<b>Wendy Doromal</b>	You got it Jim. Your OCPs autocratic controlled district.
<b>James Preusser</b>	Wendy, nobody said that. I'm just telling you what my position is.

<b>Wendy Doromal</b>	We understand perfectly, your position. OCPs employees, we got our thumb on you.
<b>James Preusser</b>	Why are you acting like we're literally talking about...
<b>Wendy Doromal</b>	That's how the members feel that's how we feel.
<b>James Preusser</b>	We are literally talking about this MOU. I've told you what our position is, I'm willing to sign what you have in front of you right now. You want to caucus?
<b>Mark Richard</b>	I just want to make sure one thing, I appreciate what you said and you'll appreciate what we're saying is, by, by entering into this, don't say to us later please I'm asking you respectfully. Oh well you did December 31 on this MOU, you must do it on every employee related to health and safety. That's all.
<b>James Preusser</b>	I understand your position of course but listen to me.
<b>Wendy Doromal</b>	I don't have a problem signing this, I want to make it clear like Mark said, and it is completely understood. We are not saying December 31 is some golden little date that we're going to agree to ever again.
<b>James Preusser</b>	And I want to be clear with you that's your position. My position as always been very clear..
<b>Mark Richard</b>	We know your position as well, it has been very clear.
<b>James Preusser</b>	I'm going to make sure that clarified. Of course your unpackaging your package, I understand that you've given me.
<b>Wendy Doromal</b>	We don't have a package. I'm not going to say it again.
<b>James Preusser</b>	I get to talk.
<b>Wendy Doromal</b>	You need me to put it on the screen in big bold letters?
<b>James Preusser</b>	Do I get to speak? Do I get to speak? I'll wait for you to finish. Good. Go. Okay. Again, my position has been very clear in any proposal that you presented to us. December 31, 2021, was the date that we could agree to, even if you give me other proposals. There is a high likelihood that I'm going to give you that same date back because that's been the District's position from the beginning. You can disagree with that and that's okay, but don't state that the District can't come back and say, look, we can't agree to the entire year, because I've already been very clear about that. The reason this, and I brought this up earlier, the reason this is so important because, yes, of course, we want to make sure that the teachers get paid for any of their leave time. Of course we do. So we're ready to sign this.
<b>Mark Richard</b>	We're ready to sign, Jim, the reason we're going to December, beyond December is because of the science that's all we are, and we're very simple. We're trying to be driven by the science and the ambiguity, the idiosyncratic behavior of the virus. So we're all about the science and the virus, and all of us arm an arm trying to beat it. So, when there's a date that we think doesn't make sense visibly the science, or we need enough data points to see, God hoping, this infection doesn't keep surging, we literally are all praying for each other, including new for us, me for you, your spouse as a nurse, we're all rowing in the same direction to beat this thing. And so

	that's why we were having a hard time with the date, and I understand where you're at and you understand where we are, I do. That's all.
<b>James Preusser</b>	But just know that because you bifurcated or pulled this proposal out and put we know we've agreed to December 31 it doesn't mean I won't have the same position on a different proposal that you give to me in terms of the actual term.
<b>Mark Richard</b>	Understood for both sides.
<b>James Preusser</b>	I understand your point to that you're going to come back and say, we're going to, we want it for the whole year both parties have a right to have that discussion. We'll create the tentative agreement Wendy and we'll send it back.
<b>Wendy Doromal</b>	I'll sign it and send it to you. And now Matt would like to go through because you said you made movement on things we want to go through each of the articles in the counterproposal and Matt's going to do that first. Thank you Matt.
<b>Matthew Hazel</b>	<p>Hi, Jim, good afternoon. So I just wanted to take a moment here and walk through the proposal. I was looking at our last pass you and your pass back to us today. And just as a preface to this, I mean I can't speak for all 13,000 plus teachers but I'm tired man. Last year was exhausting. And at the end of the year I was vaccinated the cases were going down, and I had a great feeling that I was going to be walking into this year with, you know desks in groups and kids doing group activities and making posters and giving presentations and it was going to be life as usual. That balloon kind of just slowly deflated over the course of a couple of weeks here this summer and now we find ourselves in a situation where it's worse than it was last August, there's, there's more hospitalizations, there's more positivity rate like it's, it sucks.</p> <p>And so, you know I came into this bargaining and, you know, we passed we got your first proposal back and I was, you know not to not speak too much of our caucus, but I was usually in favor of making big moves towards you guys to try to come to some kind of agreement. I thought there was a deal here we could get, and I was like yeah, we can move we can meet in the middle there's a, there's a place here that protects teachers and let's assume we want to do, because we all we want to do is go into classrooms and teach. I just want to be able to sit in my classroom and read some books with some kids, like that's at the bottom line that's all I want. And that's all our teachers want nobody wants to sit here and have a fight about anything or, I don't even want to win, I just want to be able to go teach. And so it's it's a bit frustrating for me I went through the thing, and I can walk through it with you. The introduction we, we moved around a little bit we went from three days to 10 days to seven days to find this.</p>
<b>Wendy Doromal</b>	Excuse me, can you put it up online and share it. So, see, its not, it's very confusing.
<b>Matthew Hazel</b>	What I have is a bit of a mess. I don't know that it would work well with me scrolling around everywhere.
<b>Wendy Doromal</b>	I think if you go through each one like you did it would work.
<b>Matthew Hazel</b>	So I just pulled each of these up side by side, and took a look at what happened. And, you know, if at the end you want to disagree with my interpretation many days that's of course you're right that's fine but I was looking at particularly at the

green stuff that the stuff that was agreed and, I mean, in this it was just a strike the joint Safety Committee, which is fine.

In Article One, I mean, we added your language about industry guidance and you agreed with it, and you agreed with the emergency order phrasing and that was it. And other than that you struck everything we cared about, the CDC guidance, the science, and a number two. We just went back and struck it again. Number three, went back and struck it again. All of it. Number four, we moved toward you. You accepted our movement. But I mean, you know, accepting our movement isn't really a move on your part. Same thing with 5, same thing with 6. 7 you agree with us. Thank you, on the not requiring liability waivers that was, you know something you said he didn't want to do anyway but if you did move and accept our language. You strike all of a you agree with the language on 9, but then you struck the face to face meeting thing for our social workers and psychologists and counselors and deans which was kind of the meat of it. He struck all of 10, moves a bit on the 11. Thank you. In terms of the agreement with parents and guardians for virtual meetings. We moved on 13, you agree with us. There is never any discussion about 14, we both agree. We moved you agreed with our movement, and then you struck the CDC again on 16. We moved here, we struck that in our counter and then you agree with our, our striking. You agree with yourself here, we strike which is a strike and you agree with it 18 struck the whole thing 19 There was never any disagreement there. 20, you know we, we put it in, you strike it, we put it back in, you strike it again. 21 we just disagreed here still. The language changed around a bit, but I think there's still a fundamental disagreement on whether or not this should be permitted. And I you know I don't want to get off on a tangent, but, I mean our problem with saying that it's permitted is that everyone here is working. I've worked under a number of principals and I certainly have the greatest respect for my current one. But I talked to a lot of people around the District, and they get voluntold to do a lot of stuff. And we just look at that word permitted and we know that some teachers are going to get pressured to do it. And we're afraid if they don't do it, they're going to get marked down on their evaluations and domain 4, if not elsewhere. And that's our fear there. 22 you struck, 23, you stuck, 24 we struck, and then you agreed with our movement. 25 you struck even though you agreed to it last year. 26 is struck even though it is in the Contract. 27 you struck, and then you struck the CDC in the end there.

And, like I was just going through and counting, and I mean by my count we made eight or nine major movements toward you on medical relief of duty which we just signed an MOU on. Thank you.

On the instructional waivers, cleaning and disinfecting stuff we made big strides there, physical distancing and CDC guidelines we moved way toward you.

Class size we dropped especially for specials and things like that and your only movement was waivers which you weren't going to do, PPE which you're going to do anyway, you agreed to display signage that you're already going to send out and then you move to bid on the virtual meetings, and that's maybe four things that have been a little generous.

	<p>And like I said I'm just, I'm tired, I want to get in my classroom and I want to I want to prep for the year because I haven't done it yet. And, and I want to teach some kids. And I want to feel safe when I do it. And I want to know that the District has my back and it's just, it's, it's frustrating and it's saddening and I'm not, I'm not trying to, you know score any points here, or anything, I just, it's just it's disappointing to try to move toward a deal and then not to get any sincere movement back it just. As an employee of OCPs it just takes an idea. And I, I hope to see more. And then that's just, I just I hope to see more. And you're of course welcome to respond.</p>
<b>Wendy Doromal</b>	<p>Thank you, Matt. And so I think what we need to do is be able to respond to your counter. And you said you're willing to go late into the evening so I think maybe we could take a break, or another caucus.</p> <p>What do you think Mark and then come back after dinner?</p>
<b>Mark Richard</b>	<p>That would be good we were, we seem to be roughly Jim halfway through our analysis, if you will, the page turn. So, what's, uh, it's 4:15. What's a good time Wendy you think we should be back 6, this, what do you think?</p>
<b>James Preusser</b>	<p>I guess so. I mean, it depends what you're going to be countering with. So if you're going to, hold on, let me finish you don't even let me finish.</p> <p>So I don't know what you're going to be countering with so if you're going to counter with something. Obviously, I will be taking that back to the Superintendent. And I'm happy to do that, so I'll sit here and wait for your proposal I'm not saying I'm going anywhere. But I said, if you're going to give me a proposal. I'll need some time to speak to the Superintendent about it.</p>
<b>Mark Richard</b>	<p>We will wait for you. In other words, that's fine committing to go through the night for safety that you really do want to get to some compromise. I don't know if it's possible, but because its health and safety and kids are coming we rather the community know that we made an accord, then not as hard as that's going to be. So if you have to break to talk to the Superintendent you need time in between we time when they told us to clear our night. If we're, if there's progress we're going to clear the night if there's not progress, you know, shame on all of us, but it'll be what it'll be, so.</p>
<b>James Preusser</b>	<p>In the meantime, we're probably going to have to, since Maribel is here. The other document, we will put it in the form of a MOU want us to put it in the form of a TA? Or MOU or, and then we'll sign it and put it in an MOU, and we'll send it to you signed. We'll send it to Maribel and then you can send it to Wendy, is that, does that work?</p>
<b>Wendy Doromal</b>	<p>Yes, I know send it to both of us.</p>
<b>Mark Richard</b>	<p>So, what time Jim and Wendy, six? Five? What time do you think?</p>
<b>James Preusser</b>	<p>Why don't we shoot for five, I don't know how far along you are, by 5:45 maybe or that's an hour and 30 minutes.</p>
<b>Wendy Doromal</b>	<p>That's okay. Thank you.</p>
<b>James Preusser</b>	<p>If you need more time, let me know.</p>



<b>Mark Richard</b>	Good Sir.
<b>CAUCUS</b>	
<b>James Preusser</b>	Hello Wendy. We're back on. Don't know if you're here yet. But we're here.
<b>Wendy Doromal</b>	Hi. We're waiting for other people, Mark and some others.
<b>James Preusser</b>	No problem, thanks for giving us the extra time. We'll hold until you guys are ready. Thank you.
<b>Mark Richard</b>	Hi Wendy can you hear me.
<b>James Preusser</b>	Alright, we're ready. Go ahead
<b>Wendy Doromal</b>	Okay, let me make it so Maribel can share. And we have a counterproposal, and I think Mark will go through it with you. Thank you. (See Appendix D)
<b>James Preusser</b>	Very good. We will listen, go ahead.
<b>Mark Richard</b>	<p>So in the spirit of trying to work together in this unprecedented pandemic. We can't move on all of your critical issues but you said you had one that was critical. And you can see in the yellow which is our changes. We hope you can sign the rest of this MOU, knowing that we've gone to December of 2021, so we've got we're already into August, it's really four months, three weeks, whatever. It's a very short period you said it was critical for you all, we're actually moving on your critical issues. And we're hoping that that move will sort of set this path to settlement into motion. We have to critically, as in all MOUs, MOUs have to have their legal value, or their, their illusory, they don't have any legal impact if they can just be changed by the District's ability to go into another document and undo that. So we obviously did not change there. And then I guess our next change in yellow, would be. We heard you a little bit on nine. Hey, so we're pushing back on the social workers, psychologists, counselors and deans we were a little bit confused by that because this is in their office. If more than one student comes. We were just trying to keep people safe. Momentarily, read you a quote from a school board chair at another school board in a moment. So we put social workers, psychologists, counselors, and deans shall be offered an alternative meeting space, that will allow for six feet distancing to be maintained. These are very small settings, sometimes without air ducts in rooms that are meant to be rooms, rooms that became configured as rooms, and we do want to be with these students and help them through these very difficult times. So we thought that might give you a chance to give us some alternate space we're trying to think through your pushback. Bargaining employees, including social workers will not be required to enter homes during home visits, unless entering the home has a legitimate operational need. Home visits will be made utilizing all protective measures. So unless there's a legitimate operational need I know that's a difficult thing. But we've got to believe we will approach this in the, in the spirit with which it is intended. We can, it's still very nerve wracking, but we think this is a partial move towards you, and trying to get to our interest, again some of these are things you had signed off last time we're still very confused why we can't continue the parts of the MOU, that makes sense to continue, except for those where the science has changed it, of course that will change. But you're changing tons of things in the old MOUs plural, and we're</p>

	<p>concerned about it. Okay, the next one Jim. So, and to be consistent with the opening, big move, and if you told us one of the keys, we need you to come to us on one of, you know, in a couple of key areas, we know what they are. We've put them in there. And the quote, I'm not suggesting anything here I'm just sharing with you. Today. Alachua put through a mandate. A few hours ago as I understood, Broward school district maintained their mandate, and a quote, I don't know this person but I want to meet this person. She's apparently the chair of Alachua Ms. McNeely, and she said Corcoran and his team, they will come after our money. I'd rather they come after our money than we're putting people in funeral, and they went on to say that the deaths that they're having an illness are causing folks to be losing their workforce, meaning to death and illness. In between our last call someone I work with Wendy will know I won't say it on board, but a longtime employee of one of our unions that Wendy and I are good friends with. I just got noticed that is 24 year old grandnephew I don't remember the relation, a relative of his, I think in New Orleans. It says, It is with great sadness that I share that our colleagues I'm not going to say his name, lost his 20 year old great nephew to COVID This morning, and it said he asked our mutual friend Wendy, that if he shared remind you to have conversations with your family members and friends, including the teenagers and young adults about the importance of vaccines vaccinations and wearing face masks. Please keep this person and family, in your kind thoughts and prayers as they mourn the untimely loss of their loved one. And this happened at 5:09pm Wendy I'll tell you is later but it's a dear friend of mine and I don't know that. Very, very close with is your uncle who lives in New Orleans, it works for our union. So, it's so serious out there, Jim, we came to December. We hope that allays the superintendent's fears. She's not buying 10 months of this, she's buying four and a half. And almost all of what's left, was in the previous MOUs, and we just. So, we need your help, we need to sign this MOU we think its signable now, and we hope we're getting closer. And if we're not you're going to have to, as you happen I appreciate it. Honestly, the candid tell us, there's no way to get there but we never thought we would move on December, but we did, based on your speech, and maybe giving you the comfort that it's such a short window that you could take a step towards agreeing to the language that you have previously agreed to in the old MOU and that will just leave us a couple of areas to discuss. Thank you, Wendy, would you please add to that.</p>
Wendy Doromal	<p>Yeah and I, I just want to reiterate that, but it's worse than it was last year when these same provisions were, were in place, and we were discussing them or we had to fight for them. And it's pretty disheartening that you have to fight the safety and health. But it seems we're always in that position. And I would like to see some compromise and some coming together. You need to, if you expect to recruit and retain employees, and I'm talking to them all the time. You're gonna have to give them peace of mind. You're gonna have to give them some security and recognize the medical expertise of the CDC, American Academy of Pediatrics and your own medical advisory committee, you have to. Because you're going to bleed, employees, as well as you're going to be students. Because parents as I said, for questioning our teachers. They do not want their masked students just be sitting next to unmasked students in the classroom. So, when we already know that there are charter and private schools that aren't held to the same standards it's our public</p>

	schools are being held to by the very same people, by the governor, by the commissioner, and we're gonna lose students to those schools. That's all I want to say.
<b>James Preusser</b>	Thank you. I'm going to need some time. If you can also send me the proposal electronically, that would be great.
<b>Wendy Doromal</b>	Sure
<b>James Preusser</b>	I did appreciate the movement on the, on the December 2021 So, I do appreciate it.
<b>Mark Richard</b>	It's a big signal, we want to close this out before kids go back to school.
<b>James Preusser</b>	And I'll take it back and have some more discussion about it but I will look at your proposal. Thank you for the movement
<b>Wendy Doromal</b>	What time Can you come back.
<b>James Preusser</b>	Give me at least 45 minutes, so maybe 7? Okay
<b>Mark Richard</b>	seven is perfect
<b>Wendy Doromal</b>	Can we go to our caucus CTA members and then have a dinner break till seven. Would that be okay?
<b>James Preusser</b>	Yeah, if you need longer let me know, but...
<b>Wendy Doromal</b>	No we don't, we're actually giving you the time. We're anxious to settle this. Thank you.
<b>James Preusser</b>	All right, I'm going to jump off.
<b>CAUCUS</b>	
<b>James Preusser</b>	Well Wendy we're back on. Sorry for the delay. Thanks for the extra time. We do have a current proposal to share with you. So as we move through the document. First I just want to say again, thanks for the movement on the, on the year, and the date, and the month, the paragraph after that. I can't move on that paragraph, based on the fact that the MOU overrides health and safety procedures. So that, that's still an issue for us. At this point, and I had indicated that a couple of times so I'm unable to move on that particular area. As we move through the document will be has to move on to other areas. And then I reverted back to number one to our original position. And also our original position on number two, or whatever. Number three, we did make some movement on number three. So, we're okay with, we've modified it slightly. (See Appendix E)
<b>Wendy Doromal</b>	Can you send this to me?
<b>James Preusser</b>	Sure.
<b>Wendy Doromal</b>	Thank you.
<b>James Preusser</b>	I need to Stop sharing for a minute to do that you want me to get through this proposal first.
<b>Wendy Doromal</b>	Sure, go ahead and then we'll need it.
<b>James Preusser</b>	Sure... and we've made some slight changes to a. And the reason we change is because as I had indicated before, these are things that we're already doing. He's already protocols that we have in place so we set continuing procedures to

	<p>separate symptomatic and or COVID-19 positive individuals from the school population be continuing to ensure, and you can read the rest of the language. See, we added language said keeping employee employees and the community informed via the COVID-19 dashboard. The dashboard is available to all. D continuing to disinfect the portions and or all of the buildings as necessary if someone is COVID-19 positive. E we think is pretty broad, so we did strike through that closing out areas I honestly I don't know what that means. I know we agreed to it last time. But F identified identification and contact tracing, in conjunction with the DOH, what we're doing already in G and H. We can then move in on that. And then at the end. So procedures will be developed in collaboration with local health officials. Number four, I did want to make a slight clarification. We did add as prescribed by the DOH, or Department of Health, because they really are the ones who determine where people are going, And as people need to be out on quarantine positive, we don't. We don't control that so I just wanted to be very clear on that. So we added that language there because if you look at the language, the way it's written, we're required to stay by home as described by the DOH, they're the ones that tell us whether somebody should be out or not. Next, we left the language in "where possible large scale meetings will be virtual", we still believe that needs to stay. We think that number at the end of number nine there. He said Shall we offer an alternative meeting space. I guess our question for that is what if there is no alternative meeting space, that adheres to the six feet. Physical distancing that you're asking for so that that could be a problem that could pose a problem. Our point here is that we're providing the protective equipment the face shields the Plexiglas barriers. Obviously, it says if requested at the factory but the plexiglass barriers, I think, are already in place in our schools.</p>
<b>Mark Richard</b>	<p>May I ask a question, besides the fact that you've agreed to these things previously. Does everyone know it's an aerosol and plexiglass, unless you're fully encased, I've been through this litigation in Miami is not a barrier. I mean you're acting Plexiglas, I guess. I don't know the full studies may be of some help, but it's not protective. It's an aerosol and it spreads through air currents, and that's why it's so, you know, it's kind of interesting. So I'm going to... Go on just go on...</p>
<b>James Preusser</b>	<p>But my point, my point though is really on the language I was presented. It's basically saying that we have to offer space, I'm saying that if we can't offer the space, what's the alternative?</p>
<b>Mark Richard</b>	<p>A counteroffer would have been the alternative.</p>
<b>Mary-Grace Surrena</b>	<p>May I say one thing Wendy. I think Wendy's needs I think she told me okay. It's very, very great and I can put my camera on sorry I've got that connection I just moved in, we're working on it. But anyway, the original language on this number nine, I think it might have gotten left out in the revision. It originally says something about when there were groups of more than one student and you couldn't keep distance. So the alternative would really be the speed of students individually like you're describing, but I think that something might be missing</p>

	from this we are looking for an alternate location, if we need to see groups of children and we can make the space because a lot of times our offices are small.
<b>James Preusser</b>	Okay, I was just going by the proposal that came from you guys so if there was something like that. I mean if we did it, we'll look at it as well. But I think you're right there was some other language in front of that.
<b>Mary-Grace Surrena</b>	Thank you.
<b>James Preusser</b>	Good point. And we just rewrote this slightly when conducting home visits bargaining and employees including social workers will utilize all protective measures so, you know, again, our position here is that home visits have gone away. But we also realize that there have to be protective measures in place and that employee will do that in accordance with safety protocols already in place are 12 I think I was pretty clear 12 in other languages the same that we presented, it's, it's not something that we can agree to, As I stated previously relevant to the policy on the board and also the executive order. 13 again it says pursuant to CDC guidelines for district rules scheduled so we're saying we're going to do that the district roll schedule routine cleaning disinfection. And we can agree to the rest of the language and it's there. 14 was never an issue 15 We can agree to the district will make all reasonable efforts to ensure physical distancing guidelines, but it needs to stay where feasible. Again we're going to have a lot of students back in the building. And we don't. We can't guarantee that everyone's going to be three to six feet apart. 17 were no issues there we could agree, we did move on 18. We can agree to the first two sentences as you propose them. The reason we don't agree to the last sentence is the last sentence speaks in regards to face coverings. But the first two sentences we have no problem.
<b>Mark Richard</b>	There will be kids who come in voluntarily with face coverings, and
<b>James Preusser</b>	I understand that Mark...
<b>Mark Richard</b>	And if one child takes one off and rips off of another child. You're gonna hold the teacher responsible
<b>James Preusser</b>	Mark...
<b>Wendy Doromal</b>	Also I told you over and over, and we need an answer immediately before school starts parents are contacting teachers, requesting their child who they want to wear facemask and they want to keep safe does not go nears children without basemap. We don't want teachers to be held responsible for that. So this concern.
<b>James Preusser</b>	The answer to that is that first and foremost, if there's a parent who is insisting upon that. That needs to be bubbled up to the principal. They shouldn't direct the parent to speak to the principal. We should not have any children being stigmatized in regards to that so if there's an issue about masks, or, or a parent saying, or reaching out to the teacher and saying hey listen, I, I don't want my child sitting next to someone without a mask that cannot be accommodated.
<b>Mark Richard</b>	You know, there's almost nowhere in the country that I've heard of, I'll be corrected. Where COVID-19 case is traced to a teacher's classroom with subject a teacher to discipline. And you struck through it. It says teachers will not be held

	responsible semi colon for COVID-19 cases traced to their classroom. All right, keep going. Thank you.
<b>James Preusser</b>	We made movement on it. Mark, I know you don't like the total movement, but I'm telling you
<b>Mark Richard</b>	The Superintendent of Schools would not tell their teachers today. I'm not gonna hold you responsible if a kid has an outbreak in COVID. What, let me finish, what superintendent would tell their teachers and parents that I'm going to if there's a mask issue in class a kid takes one off takes off other kids, we'll do our best, but we're not going to hold you all responsible for that says it in the first sentence. Other safety protocols for a student who refuse to follow the instructions or practice, we can't have that. Jim, you're striking things that you would agree to previously. Your other MOUs, look at your own MOUs in the last day of course now you're not. You're begging for this thing to fall apart so go ahead.,
<b>James Preusser</b>	Mark, I'm not begging for anything good
<b>Mark Richard</b>	Jim, you haven't moved on things that we've had an agreement for 18 months.
<b>James Preusser</b>	If that's the way we're going to keep going. Let me finish my proposal.
<b>Mark Richard</b>	I'll let you finish your right,
<b>James Preusser</b>	Please, I did not interrupt you guys ever when we gave your proposals. I was quiet. Sorry.
<b>Mark Richard</b>	Fair enough.
<b>James Preusser</b>	Okay. 21, I. We don't know why this is a problem for for you. Again it's Listen, we're not asking the teacher to do anything above and beyond, but allowing the student to listen to a particular overview or class setting, or, you know, information that's being shared with the class for a particular subject, so I don't, I don't know why this is concerned because it's not hybrid.
<b>Wendy Doromal</b>	Number one, cameras are not allowed in our classroom by our contract. Okay, contractually, we kind of skirt around our contract language. We know that teachers are voluntold over and over and over, and we expect teachers to be voluntold hey if you're a good teacher, you're gonna turn on and let him listen. And these teachers are going to be doing the same thing they did last year, because with no safety provisions and all of them got it from the manual. And from here we're going to have classroom shut down we're going to have kids quarantined, we're going to have hundreds and hundreds and hundreds of students that you're going to want teachers to livestream, the sound to and if they forget what happens, are they disciplined. We're not doing that would, that is something we will not contention, already we have language in our contract, we'll just stick to that.
<b>James Preusser</b>	Let's move to 22. Again, hybrid instruction is not on the table hybrid instruction has not been directed by the state hybrid instruction is not covered for fpfb. There is no hybrid instruction so I'm not really sure why this needs to be in the contract for fusion why this needs to be in the MLU, so I don't have back and forth with

	you on this, and your concern is that the district is just going to come back and say, we're going to implement hybrid instructions is that, is that your position.
<b>Wendy Doromal</b>	Yes, that happened before. And you don't want to supplement teachers like multiple, multiple other districts. So we fear that will happen again because we know if last year when COVID was in even 1/6 of what it is now in our county. And we have kids going back to school with no protections, no masks. We are going to be closing down schools or losing kids or losing teachers immediately, it's going to be craziness.
<b>Mark Richard</b>	Go ahead, Jim.
<b>James Preusser</b>	Twenty-seven. Our position is the same, we don't. Again, the classroom you're saying, will not be penalized for choosing to maintain six foot distance will not be marked down their evaluation. I've had discussions about this with the leadership team. And this is not something that we're going to be using from punitive perspective so I don't think it belongs in MOU, I know you disagree with that and you think it should be in the MOU, but our position on this is, this is not something we would use from punitive perspective against a teacher. So, we don't think it belongs in the MOU, the next one under terms and conditions, again this, the way the language is written, is it puts us in a position where we would have to come back to the table if any changes were made. I've already given you my answer on this one a couple of times relevant to normal inherent management writes, so we cannot agree to that language. I don't think we have any other changes at this point in time.
<b>Mark Richard</b>	Now, if you'll go back a second was in the other MLU.
<b>James Preusser</b>	I know it was.
<b>Mark Richard</b>	So you're walking away from critical language that you've signed twice it's been no problems for 18 months or more during earth shattering pandemic. By the way, while we're all busy, Florida has hit the highest hospitalizations in the history of the pandemic. And we're scratching and clawing with Barbara Jenkins to get a safety net, she's better than this. She is absolutely better than this. Chair Jacobs. They're better than this. These are good people. We have a language in here for 18 months that no one ever called us and said it was a problem. We agreed to establish best practices to monitor and enforce safety protocols, and to revisit the subjects herein as necessitated by parents, student and employee feedback, we agreed to get back, Center for Disease Control and Prevention updates, recommendations from local health authorities, changes in law, changes of the course and severity of the pandemic, and the evolving needs of parents, students and employees. You signed that twice, maybe three times before. Wendy signed it, Barbara's approved it, Teresa looked at it, everyone knew. And we, we were going to pray for you all tonight, we don't even begin to understand how a sentence that worked, that we celebrate coming back together if these things changed as stakeholders with parent, local authorities changing things, what can be covered here, severity, parents, and students, employees, CDC, it's unbelievable. And it was okay, and now you're saying you want to quickly address these things to get ready for school opening with children, and it's still in here. You know where, we can't sign something like this, we can't, we can't even

	<p>get up and explain that a paragraph that's so vital, so, ethical, so, so collaborative that worked for a year or so since last, or December I guess not a full year, and we've never heard there's a problem, but they want us as educators, as, as role models to sign something like this. There's no way we could look anybody in the eye and say, we as, as leaders of science and thought and exchange would do that. We don't know what's happened to this District. We don't even know who made this decision. We would love to sit and talk to them one on one and say, how could we be missing this, I'm leaving the TV with lasting news across the bottom, literally telling us, Florida is blowing up. We can understand you're having, you're caught over a mask, we don't agree with it but we understand that you could say that's changed. You came to us and said the six feet may be a problem given our space and our students. We move. You said December was a problem. We move. You barely scratched the surface and you're holding back. Critically safety sensitive items that you've agreed to. And we fundamentally told you that we wouldn't and couldn't sign something that could be changed in the day, this is too serious, we have to have certainty of which you've given to us forever on all our MOUs. Right?</p>
<b>James Preusser</b>	<p>And that's incorrect, that this language is not at all.</p>
<b>Mark Richard</b>	<p>I have an MOU, that could be gutted, you honor the MOUs and all and that exact language at the beginning, was in the last two MOUs. So Jim, we told you we would come to you on your key issues you have never touched the key issues we need, and their safety issue, strategizing, let me finish. Quarterbacking, this whomever is quarterbacking this and if it's the Superintendent hear us now. You're better than this. I saw your video today, you talked about safety Madam Superintendent. What are you striking through language about safety that you were okay with this? This is, making the world is going to judge us by how we behave in a crisis. And it's so telling what we're doing here all day. And when you said please move on something critical, we did twice, and you've not moved on one critical item. You're still holding back language that was in effect through summer school, you're holding it back, and it's at the point that we actually don't even recognize who we're dealing with. We don't even recognize this. The people who signed this in December, and maybe what's the other one March, Wendy, the people who signed this language are not the people we're dealing with. Somebody changed something that is so sad. And to all the students who may be watching or parents of students. This is not how we teach in the school system. We would never ever have someone play games with safety. It's astonishing. This is language about safety, that we're begging you guys to keep in for safety reasons, and you saw the wisdom of all this language before, multiple times. Nothing has changed to change that wisdom, but your position of rank control. We don't even have a rationale. "I need flexibility". You've had this for the last year and a half or nineteen, to whatever the time has been, you didn't have flexibility problems, you never once called us and said this paragraph is hurting students, it's just the opposite. So I'll turn it over you, Wendy, I guess we'll go to caucus.</p>
<b>James Preusser</b>	<p>Can I respond, am I going to get through respond? Are you just going to talk amongst each other? First of all, your facts are wrong. Your facts are wrong, and</p>



	I'm going to look at the MOU that they're actually signed with that first paragraph section. The first paragraph that speaks to the COVID-19 health and safety procedures manual. First and foremost, we had two MOUs signed before this language, or the paragraph started into the third MOU. And this language, went through the magistrate process, and you know that so to sit there and say that there were multiple MOUs signed between the parties who have the back language, not accurate, because, first, first of all, Jim, but health no safety procedures manual came out after the other two agreements were signed. It didn't matter. You said you will be finished. I'm talking now. I did not interrupt you. Please. So to say that incorrect, there were two MOUs signed March of 2018, excuse me, March of 2020 and April 2020. Neither one of those have this language, and you know that. So you can't say that it was in there. You can look at them, it was not in there. So let's clear that up right now.
<b>Mark Richard</b>	It was in the other two wasn't it, the most recent two?
<b>James Preusser</b>	It was, this language was in the MOU we signed in December. In December, it was signed...
<b>Mark Richard</b>	And the other one...
<b>Wendy Doromal</b>	The other one...
<b>James Preusser</b>	Okay, so, so I want to make sure that we, we establish that. As far as the last paragraph is concerned, I know you don't agree and you think it should be in there and that's okay. But our position is that erodes our management rights, okay. And I know you don't want to hear that.
<b>Mark Richard</b>	Why did you sign it before?
<b>James Preusser</b>	That's what it is. I already told you that the conversations that we've had with our Board and with our Superintendent. There are sections in the MOU that cause us to be hamstrung that didn't allow us to make changes that we basically had to abide by what it said in the MOU and you guys, there are multiple grievances that you filed, already in place. So if I were to even get up, if you look at the sentence, the first sentence of COVID-19 manual latest version of the date of the execution, okay. If we agreed to that language by itself, you've already used that language to file grievances against us, to say that we're not abiding by the MOU.
<b>Mark Richard</b>	Yeah, because the safety comes first.
<b>James Preusser</b>	Stop interrupting me. I did not interrupt you guys, I've been sitting here for a long time.
<b>Wendy Doromal</b>	Tell us when you're done, tell us when you're done please
<b>James Preusser</b>	I will. So that's why I can't agree to that language. And you're also saying that the, the MOU must prevail. The Board has a problem with that language.
<b>Mark Richard</b>	OK, say there is no where else to go.
<b>James Preusser</b>	The Board has a problem with that language.
<b>Mark Richard</b>	You say you can't do it. It will not happen, we've written it down seven times. We were hoping there was wiggle room there's not what we hear, go ahead.

<b>James Preusser</b>	and the last paragraph that you were referencing before we spoke about. Again, we think that it's a management, right issue. And I'm sorry you don't agree with that but that's the way. That's what we believe, relevant to the other number 12 around masks. I said we can't agree. So, the first paragraph number 12 Those are both non starters I said that from the beginning. And we're in the same place with those. And they're not sorry I move off of this.
<b>Mark Richard</b>	What's that, what are we going to do, Jim, we're human beings in a pandemic what I'm talking let me go ahead.
<b>Wendy Doromal</b>	So I understand there's 15 and a half pages of vacancies currently. So, I mean, without providing the respect that the previous two MOUs there were two other MOUs this summer one and the other one that the special magistrate gave that had this exact language, we are providing teachers. The peace of mind that they are protecting that they have a legal document that protects and not that the district can pull the rug out from under them like they did when they got to the manual from 88 pages to 23 gutting critical safety measures. Do you really think you're going to be able to retain and recruit teachers and keep students in this school system. When you're. We are at a critical place in the Pandem allowance classes and schools have to be closed down. I want you to think about not signing. But how can you ask anyone to sign a document that basically said, this is meaningless because we're going to do what we want. And that's what you're asking teachers to do but I think we should go to practice and asking teachers to do that.
<b>James Preusser</b>	And I think the superintendent made it very clear today with her actions. And her response, relevant to the mass mandate for the employees and again, it's fine to that one. That's fine, Wendy, that in itself. Okay shows that the superintendent does care, the board does care for the health and safety of our employees and our staff. Why are you laughing Mark?
<b>Mark Richard</b>	Because when you look at Broward Why doesn't she look at wildlife to look at Broward, you got to start because because safety in other words, we own our power I knew the political consequences.
<b>James Preusser</b>	No one says, No one Don't, please, you want to say, I think it's no he didn't tell me when you're done. Well, again, the superintendent made a decision, and the policy is very clear about how the superintendent can make those decisions, relative relevant to the mass policy, she made that decision, She provided that commentary, and look at the totality of the situation and incorporated the change. So, again, I don't, I don't understand why you think that's a political move, that's not a political move, she did that for the sake and the safety of not only the staff, the teachers, our classified staff, our administrative staff, but also the community, but to say that Mark is completing it appropriately. And some of the other comments that you made about the superintendent are completely inappropriate.
<b>Mark Richard</b>	While they're not inappropriate and Wendy Go ahead, but they're true and history will look back at rich people's through Broward which people stood up at least a letter and beyond begging, pushing the governor to give autonomy, not even a letter. And when ours stood up in Alachua, and no one stood up, we can

	work with you on the mask. We can't give up our position, but we can't even get to any of this because you put a sentence in that we've never seen, which says, in fact, the opposite of manual, which you just got it can just erase Vitiate, modify, eliminate delete everything in a safety memo. This is a safety memo that now has no standing because you put a sentence in it says a manual, by the way we didn't see those 66 or 88 pages, you didn't share those, and then when when he sent you a complete detailed multi hour analysis of all the changes, no one even responded to them.
<b>Wendy Doromal</b>	No, it was a multi day and night response. And I just want to say this. I appreciate the Superintendent and the School Board making movement on that. But it is not enough to provide safety in our classrooms for either teachers or children. We know that children under 12 have not been vaccinated. We know, as you said you can't do anything about kids that don't have masks. Principals will deal with it. Principals won't be in the classroom sitting there all day with these unmasked children and teachers with medical conditions or pregnant, or whatever. So there is a great concern. I also want to say we do cannot as a School Board and Superintendent show leadership in changing mask policy when you are saying we strongly urge all parents use masks and then on every social media post, on your manual, you have unmasked kids. It's not, it's sending a double message, it's not a strong message, and it's a mixed message. So that needs to be corrected, too, if you're really serious about making sure that kids are safe, making sure that the best practices are established then have it advertise to such but you can't have two separate messages. So I think we should go to caucus and come back and maybe 8:30.
<b>James Preusser</b>	That's fine. One last comment before you go, your comment Mark about Broward County is incorrect. I literally saw the message from the superintendent. That said, they will call the executive order from the government. So yes, originally they said, Hold on. Originally they said, everyone's going to be math mandated. Then they said no, we're going to follow the executive order, so to say, to sit here and to say that Broward County is doing everything, and that we're doing nothing is inaccurate.
<b>Mark Richard</b>	There's no, I would never say nothing. This afternoon, their mandate in place you're late on the news.,
<b>James Preusser</b>	I'm not late on the news
<b>Mark Richard</b>	You're late on the news.
<b>James Preusser</b>	Maybe I'll forward you the email from the superintendent so you can read it..
<b>Mark Richard</b>	In the meantime, we sent messages that we would want to dialogue with you more often than asked because you're, you're, you have parameters we get the pressure that everybody's under, and we get the reality of what's happened from Tallahassee, even though we don't agree with it on multiple levels, then every time we send a message you say you got to move on December, you've got to move this to safety. And you have barely moved on anything, and you have not moved on anything significant. And so...
<b>James Preusser</b>	That's your opinion.

<b>Wendy Doromal</b>	I want to say, too, I'm stunned by our School Board, disappointed, stunned by a School Board that demands to have control, and won't let a union bargain. Won't let a union sign an MOU, because they must have control, stunned, disappointed and shocked.
<b>James Preusser</b>	Alright sounds like we need to... (recording stopped by host)
<b>CAUCUS</b>	
<b>James Preusser</b>	Hello Wendy, we're back on.
<b>Wendy Doromal</b>	Let me see if everyone's here. Alright. Alright. Mark?.
<b>Mark Richard</b>	<p>Okay, so Hi Jim. Thank you. Um, you know, when we started this we hoped you've seen how much many passes, changes we've all done. We had set some guiding, some guiding principles. After all, these are scholars and teachers are sort of shamans of the mind, if you will, and they see in every child and every student, only the best, they see potential, and not failure. They see lights when times are dim, and they see every child as their responsibility for success. And when child, children are succeeding, they let them lead. And when children need a little extra help, they're behind them along the whole way. And so, the same way they approach the beginning of school, lesson plans, the best pedagogy in teaching and learning, is we approach this MOU. And the first thing we said to ourselves, Jim, is let's build upon the MOUs that we have particularly, these last two, All of them, including the last two. And so, we designed this document where safety would be first, and science written first. And we also wanted to be practical. We also know that there are buildings and they have limitations and seat count, and we tried to hear everything you said about December, and that you needed something about the brick and mortar and you would have limited space. And each time we went into caucus, we, we were wrong. That if we came back and showed movement, there would be significant movement, not cosmetic movement. And it's not about winning and losing. It's about science, it's about the worst three days of hospitalizations and death in Florida, forever. I can't imagine what it would be like to be in an ICU, well not the member of ICU, but a family, hearing the heart monitor and the vitals monitors going up and down until it hits the, the alarms of the vitals are going into her death spiral, and then to imagine that at our building and on this Zoom, this Facebook Live. They're seeing us fighting each other. I could hear someone screaming like my friend's nephew, get it together. It can't be that the adults can't figure this out. So we came to collaborate by using our language that you agreed with us, and you've rejected. We came to follow the science. And so where the six feet needed to go to three feet. We offered that. We then said things that you've agreed to and that are critical that a teacher can't be disciplined in certain situations, social workers are begging you all for three days now, after you waited a week to get back to us to say don't overcrowd kids into our room where there's ventilation, and there's space limitations. And instead of rolling up our sleeves and saying we're going to sit there and work with you, and it doesn't matter if you have a concern. The Superintendent who I've been fair to but who I have great respect. We've never heard like we're going to get this done until we get it done. We're going to hear you, we're not going to arm wrestle on any of this, and mostly if we give you our</p>

	<p>word, you can count on it, and you shouldn't have the right to change every word of the MOU, a safe document, a document about social distancing, a parchment about COVID avoidance, a paper that has been keyboarded upon that talks about life and death. You insisted until of course 8:58 on August 4, 2021, that you had to have the unilateral right to change it. And that whatever word you made was, you kept the flexibility to undo that through a manual. We looked at that manual because we thought well, if they're operating in good faith, the manual would provide empirical maps. We could look at your feet, and not your words. And that manual is stunning in what just happened to it. Eighty-eight pages, reduced, I believe into the 20. We were so concerned that Wendy worked day and night. I'm talking about into the wee hours, mostly to send an annotated version with all the things we had concerns. Eighty-eight pages reduced. How could it have been that 60 some pages had things of import, and they were reduced. Maybe it was consolidation, maybe it wasn't. So we looked and we had great concerns. We looked at the American Pediatric Society or whatever the word is. We looked at your own medical experts that sit on your board. And we looked at it all, and we added in our concern. And we waited and we waited, I don't remember how many pages it was, Wendy, it was voluminous I read it, single space to my memory. We wait for a word. How many?</p>
<b>Wendy Doromal</b>	40
<b>Mark Richard</b>	<p>Forty page document of questions, not one page, not one word, not one syllable, not one letter of the alphabet response. Not even an acknowledgement that we really appreciate it, and we're scouring through it to see if we agree, or don't agree with you as scholars of the world. And then when we asked you to give the teacher, a sense of discipline that they won't be disciplined for these things. You talk about combining things in this just say it, damn right I will sign that no teacher is going to be disciplined for doing her best. And when we say a social worker can ask for other space, and we say, well, what space, what happens if we don't have a will of course you could have put a sentence in that said, if such spaces available, but it's never that. It's this, we're not going to move off of this, we're not going to move off of that. We wanted consensus. We wanted collaboration, we wanted everybody to go to sleep tonight, and walk into school and hear that we agree. And even when we saw we could even do more movement, because we understand the paradox of the mask, we do. We don't agree with what came out of Tallahassee, but we get that we didn't even get a signal that if you guys understood our paradox, which we do, we can get there on your paradox. And your paradox is that we changed our position from before, and you signed the summer school MOU, that wasn't the one from the magistrate. That you're paradoxes, we don't answer your stuff. We've been delayed here we get and we're going to give you every assurance that we'll honor our word. Put it in the books. We'll sign it like we did before. We told you it was vital, we had to have that commitment for safety. You had done it twice before, and you wouldn't do it again. So Jim we're at impasse. We are so regretfully at impasse that we can't even tell you. We didn't want to be here, it wasn't planned, but we kind of knew it every single time you said, we're going to be able to change everything in your document. So, it's a very sad day for all of us, but it is</p>

	<p>a great day on one hand, the teachers, educators, social workers like all that educators are OCCTA stand proud that they stood and will stand for something. They will not sign an agreement that jeopardizes child safety. Wendy Doromal will not affix her signature to a document that does not worship science. OCCTA, this union, part of AFT and NEA will never be party to a document that could be gutted tomorrow. But the most important issue is they're a voice for students and teachers, a voice who extended their hand across the table, and instead kept getting no. We need flexibility, we have to change it. You said everything my colleague and your colleague I respect you. But I appreciate your candor, you said we can't have our hands tied. You think, reaching an agreement over safety with the likes of the teachers on this screen, look at their names. These are rock star educators who have put their whole life into this system. You think having to keep your word and having a binding agreement with them rocks your flexibility. There's nothing about doing an agreement with Albert or Mary Grace or Ladara or Maribel or any of them. And Clinton and Wendy and the 14,000 that should ever cause you to think I've lost flexibility. What you gain is partnership. What you gain is esprit de corps. What you gain is the best in the human record of working together. We are beyond surprised and disappointed, but under the law. We hereby declare impasse, we're I'm just doing it orally, I'm not staying up to send you a letter, it's done. That's all I need to do under the law. We'll move for a magistrate. We'll ask you to waive it, you won't, I suspect. We'll pick, if you want to pick together on day one, we won't. We'll ask you to get your name to PERC, immediately, we'll wait the 14 days we know. I hope you're all proud of it. But...</p>
<b>Wendy Doromal</b>	<p>I just want to say that the District's plan did not do enough to protect students and teachers just like the gutted manual. And we're seeing COVID-19 transmission rates, hospitalizations increase at alarming rates. We are on national news every night. And we're hearing from the district that they want to right to alter essential safety rules at any time without honoring its agreements. So the only safety promises that this school board is willing to make from what you're saying, are the ones they don't have to keep them we're not okay with that.</p>
<b>Mark Richard</b>	<p>We'll continue to bargain at any time. As you know, under the law, we're always open to talk.</p>
<b>James Preusser</b>	<p>Let me respond. So from the beginning, commentary that I made to all of you at the table was, I've said it a couple of times but there were three major issues that we talked about term of the agreement. Yes, you did move on the terms of the agreement, but the other two also were major issues. The MOU prevailing over the health and safety procedures manual, the mask mandates. We did move on other items, and maybe it wasn't significant enough for you, but we did move on other items and no they weren't cosmetic items. But I will tell you, I said this from the beginning that we cannot agree to something that erodes our rights, these are normal and inherent rights with respect to the operation of the school district. The Board has said that, the Superintendent has said that, and that is our position. And so many of the things that you have asked for in this MOU, those erode our management rights, and we cannot agree to that. So of course, of course, the District is open to having further discussions with the union. We</p>

	understand that you're an impasse. And I understand you can verbalize it here at the table. I know you will follow up accordingly. If you do follow up, when you follow up with your written confirmation, Mark and Wendy, please make sure,
<b>Wendy Doromal</b>	When we told you, but we'll make it the way you like, in writing.
<b>James Preusser</b>	Okay. In the past when you sent a letter for impasse because you've done it now four times in a year, you have sent a letter to our Deputy General Counsel Mr. Palmerini. All I was going to say was, please include him on any correspondence. That's all I was gonna say, I have nothing else.
<b>Mark Richard</b>	I just wish, there's a path for all of us where protecting management rights was less important to you than protecting safety.
<b>Wendy Doromal</b>	And that's what I was just gonna say exactly, is that there's no other school districts, I've read the MOUs that are coming out every day. And they not only sign extensive, even more than what we have in this very limited MOU, but they also sign off on their protocols or their safety manuals. This District is unilateral, its autocratic, it wants to control everything, and it does not provide the safety and protection that our students and employees deserve. Shame on you.
<b>James Preusser</b>	We disagree with those assertions.
<b>Wendy Doromal</b>	Okay, we're ending this. Thank you.
<b>Mark Richard</b>	Good night everybody.

# 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 through December 2021.~~

Need flexibility to respond to changes with the pandemic

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 and~~ will have ~~ten (10)~~ **three (3) seven (7) five (5)** 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).**

Need flexibility to respond to changes with the pandemic; limits School Board authority to pivot as changes occur

**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 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~~

Need ability to make changes based on the authority providing guidance; limits School Board authority to pivot as changes occur

~~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.~~

Negatively impacts our ability to support student learning loss and SEL as students return to school

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~~ ~~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~~

Adopted and incorporated in other District protocols and Standard Operating Procedures

~~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. AGREE
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. AGREE
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. AGREE
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. AGREE: No intent to provide employees with a waiver
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.~~ “any and all” is restrictive; negatively impacts ability to effectively operate school site

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.

PARTIALLY AGREE:  
Negatively impacts ability to effectively address student social/emotional needs

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, if 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.

Negatively impacts ability to effectively address student social/emotional needs

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 if agreed to by the parent(s)/guardian(s).

PARTIALLY AGREE:  
Negatively impacts ability to effectively address student social/emotional needs

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.

Violates School Board Policy EBBA; violates Governor’s Executive Order No. 21-175; limits School Board authority to pivot as changes occur

Upon request, face coverings will be provided (including KN95 and clear face coverings at the request of the employee).

Cannot guarantee provision of KN95 masks

13. Pursuant to CDC guidelines, tTThe 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.

PARTIALLY AGREE:  
Adopted and incorporated in other District protocols and Standard Operating Procedures

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

PARTIALLY AGREE: Adopted and incorporated in other District protocols and Standard Operating Procedures

worksites are observed, where feasible. 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.

AGREE

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.

PARTIALLY AGREE:  
Increased number of students returning face-to-face will not allow additional transition time and maintain state-required

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.

Addressed in  
Paragraph #17

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.

Cannot limit expanded coverage, would have to offer to all new hires

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 if the teacher volunteers to grant “listen only” opportunity for students absent due to illness.

22. Hybrid instruction is not permitted.

Not eligible for Florida Education Finance Program (FEFP) funding



**23. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.**

See recent arbitration award

**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.**

AGREE

**25. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.**

Limits our right to exercise control and discretion over the organization and its operations (FS 447.209)

**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.**

Addressed in Article XIV.B.3.d.

**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.**

Conflicts with effective classroom strategies

**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.**

PARTIALLY AGREE: Reserves and retains all of its normal and inherent rights with respect to the management of our business; including but not limited to, processes and measures management may determine to be necessary to the orderly, safe, efficient, and economical operation of the School District

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~~ **December 31, 2021**, unless otherwise  
mutually agreed to by the parties in writing.

Limits School Board authority to pivot if necessary

~~**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.**~~

Not necessary with reduced duration

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser  
Senior Executive Director, Human Resources

\_\_\_\_\_  
Wendy L. Doromal  
President

# Appendix B

**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 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 Paid Medical Relief of Duty for the 2021-22 School Year.

**NOW, THEREFORE**, it is agreed as follows:

1. If a fully vaccinated or approved reasonable accommodation employee is sent home due to COVID-19 related 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, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.
2. Leave will be retroactive to August 2, 2021.

**Duration:**

This Memorandum shall commence effective from August 2, 2021 and shall sunset at the end of the contractual year for all members of our bargaining unit, unless otherwise mutually agreed to by the parties in writing.

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

Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

# Appendix C

**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 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 **COVID-Related** Paid Medical Relief of Duty ~~for the 2021-22 School Year~~ **through December 31, 2021.**

**NOW, THEREFORE**, it is agreed as follows:

1. If a fully vaccinated or approved reasonable accommodation employee is sent home due to COVID-19 related circumstances, he/she will be placed on **COVID-Related** Paid Medical Relief of Duty for the time prescribed by the FDOH Orange County. Once employees have exhausted all leave, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.
2. **COVID-Related Medical Relief of Duty** Leave will be retroactive to August 2, 2021.

**Duration:**

This Memorandum shall commence effective from August 2, 2021 and shall sunset ~~at the end of the contractual year~~ **on December 31, 2021,** for all members of our bargaining unit, unless otherwise mutually agreed to by the parties in writing.

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

# Appendix D

**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 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 **through December 2021. Any agreed upon changes must be in writing and signed by both parties.**

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 will have seven (5) days for input prior to any amendment to the Health and Safety Procedures Manual.

**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 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 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**

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Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

**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 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:**
  - 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.
5. [intentionally left blank]



6. [intentionally left blank]

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.**
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.

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 be offered an alternative meeting space that will allowed for 6 feet physical distancing to be maintained.** 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 enter homes during home visits, unless entering the home has 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, agreed to by the parent(s)/guardian(s).
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.”**  
  
Upon request, face coverings will be provided (including clear face coverings at the request of the employee).
13. Pursuant to CDC guidelines, the District will schedule routine cleaning and disinfection. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.
14. Teachers will be allowed to have air purifiers in their classrooms or offices.
15. **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. [intentionally left blank]
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. ~~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.**
22. **Hybrid instruction is not permitted.**
23. ~~The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.~~
24. [intentionally left blank]
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.**

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 upon execution of this Memorandum, and shall sunset on **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

# Appendix E

**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 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 through December 31, 2021. Any agreed upon changes must be in writing and signed by both parties.

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 will have **seven-five (5)** days for input prior to any amendment to the Health and Safety Procedures Manual.

**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 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 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:
- a. Establishing Continuing 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. Continuing to Ensuring ensure 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 Keeping employees and the community informed via the COVID-19 Dashboard.
  - d. Continuing 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 as prescribed by FDOH.
5. [intentionally left blank]
6. [intentionally left blank]

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.

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 be offered an alternative meeting space that will allowed for 6 feet physical distancing to be maintained.** The District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

10. **When conducting home visits, Bbargaining unit employees, including Social Workers, may not be required to enter homes during home visits, unless entering the home has a legitimate operational need. Home visits will be made utilizing utilize** 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, if agreed to by the parent(s)/guardian(s).

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.”

Upon request, face coverings will be provided (including clear face coverings at the request of the employee).

13. Pursuant to CDC guidelines, ~~t~~The District will schedule routine cleaning and disinfection. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.

14. Teachers will be allowed to have air purifiers in their classrooms or offices.

15. The district will make all reasonable efforts to ensure ~~CDC recommended~~ physical distancing guidelines at all schools and worksites are observed, where feasible. Appropriate signage will be distributed to, and displayed in, schools.

16. [intentionally left blank]

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. ~~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. [intentionally left blank]
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.**

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 upon execution of this Memorandum, and shall sunset on 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