

MINUTES

CTA CBLT

CTA Office

August 2, 2021

In Attendance

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

Additional Attendees/Guests

Mark Richard	CTA	Jackie Saccamano	District	
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Minutes

James Preusser	<p>All right, so good afternoon thanks for being on today, Wendy, Mark, and the CTA team.</p> <p>I just wanted to, before we start wanting to just talk, just some basic ground rules if you don't mind really just one, quite frankly, I want to make sure that we can both obviously state our opinions today and our positions, relevant to our proposal. And so, I just want to make sure, I will certainly do everything I can do my best not to interrupt you while you're speaking, and I would ask that you do the same.</p> <p>So that's really the only thing that I wanted to mention today because I know last time there was a lot of back and forth. And I think Mark you actually mentioned at the end I think it was hard to hear at times some of the positions for the parties so if you guys are good with that I will do my best to ensure that we do not interrupt you. And if I start to, I will stop.</p>
Wendy Doromal	Okay, I think what would help is if after everyone speaks, we say we're finished.
James Preusser	That works for me.
Wendy Doromal	Okay, that would help for us too and I do have an opening statement if you want me to proceed with that.
James Preusser	That will be fine.

<p>Wendy Doromal</p>	<p>Last year was teacher's second worst school year of their teaching careers. What is the worst year is the upcoming school year, Governor DeSantis, the School Board and OCPS district leaders have made certain that will be the case.</p> <p>OCPS could make it easier for teachers and other employees during this pandemic, but instead they continue to make it more difficult. The District continues to throw obstacles in the path of teachers and the union. They have done this by refusing to accept a bargaining day to impact bargain working conditions before members of our bargaining team returned to work sites by refusing to send CTA documents, counter proposals and information within the District's own promised deadlines, and by continually making unilateral changes in decisions which intentionally bypass the bargaining process.</p> <p>OCPS could work collaboratively with the union and stakeholders, but the District's autocratic, top down culture is so embedded that it is poisoned every possibility of finding common ground.</p> <p>The District is in fact a "box checker". Collaboration with stakeholders concerning ESSER funds, the District's idea is to invite CTA to a District orchestrated meeting where the District controls the narrative "box checked", getting down at the bargaining table to bargain working conditions during a pandemic, the District pushed back the bargaining date until today when members of our bargaining unit are back at work for essential preplanning activities, even as the pandemic rages with COVID-19 cases, reaching record levels. Hospitalizations, are at record highs and a School Board and Governor refusing to follow CDC recommendation "box checked", revisions to the OCPS COVID-19 Health and Safety Manual.</p> <p>It is the District's idea of collaboration is to give CTA, a chance to respond to the you know, lateral changes that the District made after the changes are set to be implemented, knowing that the opinion of the union will not be considered. And, in all cases publishing them before the discussion at the bargaining table.</p> <p>The District calls a meeting of the joint health and safety committee, and even though CTA members said they could not attend claims it was a valid meeting, it meets the criteria for collaboration "box checked".</p> <p>Upon the request of dozens of teachers, CTA requested district leadership to make "Meet the teacher" events virtual this year as they were last year. The district leaders failed to respond to our requests. The non-response says it all, "box unchecked". Right now with no guidance on pandemic health and safety conditions. Our teachers are back at their schools and work sites. At the July 16 bargaining meeting the District's Chief Negotiator Jim Preusser knew we sent a written request demanding to bargain, as if multiple public oral requests were inadequate. He demanded we send a proposal before even bargaining days were set, claiming the District would respond.</p> <p>We sent our health and safety proposal within days after the request and expected a counter proposal before this meeting, as always, the Districts that non, the District does not appear serious about employees health and safety working conditions. It has shown a callousness and lack of compassion contributes to the reputation it has earned as the worst school district, employer, in the state of Florida. However CTA</p>
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	<p>is serious about ensuring that there are health and safety provisions in place during the pandemic to protect every employee, and every student. Last year, CTA rented a plane to fly a banner over the Orange County School Board building. It read simply history will be your judge. It was an appeal to district leaders and the School Board to do the right thing, to be on the right side of history.</p> <p>Right now we are again in a which side are you on moment in our history, a moment, like when Rosa Parks and Martin Luther King had the courage to break the law and go to jail, to put an end to segregation, a moment, such as Nelson Mandela breaking the law to end apartheid, a moment, such as Susan B Anthony, breaking the law to ensure women's rights.</p> <p>It is a time to take a stand, you cannot ignore CDC recommendations and expert medical advice from the American Academy of Pediatrics and your own Medical Advisory Committee physicians, because you cower to political pressure. You cannot risk their health or lives either one innocent child or employee. I appeal to you, to be on the right side of history, and that concludes my statement.</p>
James Preusser	All right, thank you. I do have, the District does have a counter proposal and I'm going to share that with you, we will put it up on.....
Wendy Doromal.	We should put ours up, we did not share ours or review we're.....
James Preusser	Sure, that'd be fine.
Mark Richard	May I ask a question Jim?
James Preusser	Of course.
Mark Richard	<p>So, this is health and safety, and everybody hopefully knows this is a priority. It took a very long time to get a date here, and we begged you all to bargain on evenings, weekends, we said, any day, particularly prior to today. I think it's critical that we underscore that we offered any day prior to today over the last couple of weeks. And we got nothing.</p> <p>We got promises that you would look at your calendars, we got promises we get back. And I think, you know, just going to be honest, it is no accident that we heard nothing back. When we asked to go to impact bargaining on an issue that we had been to such bargaining before, which has led to, I believe, two MOUs one, the first one and then one for summer.</p> <p>You asked under, you know, understandably, that you wanted more information. Should we find it a little bit strange and I knew the topic, but okay. You asked for it. So we put it in writing and we told you what it was.</p> <p>We heard nothing back. But most importantly, you had indicated, and you had said, please put it in writing so I have something to go back to my folks with and Wendy and Lucia and myself and others worked, I believe it was last week, I'm losing track of time, Friday, Friday night, Saturday, Sunday, we were on the phones all through Sunday, because I'm going to be honest we made the mistake of believing you. And we worked our butts off, and you and I even talked and had a pleasant call where I said, we, we wanted to move this quicker, because it's safety and by the second.</p>

People were coming back to school and a couple of the issues here directly impact that. Monday, we heard nothing. This is unsafe. Our students are watching, we're all, we're all going to be judged by this. Nothing on Tuesday. Nothing on Wednesday, you can give me all the excuses in the world, sir, Thursday, Friday, not a heads up, not its coming, not anything. And then, we get here today at one o'clock, and you tell us for the first time ever, you have a counter. We, and if safety was so critical, we would have seen it. If we give you the courtesy of giving you a counter seven days before today. We don't even get seven minutes before today. It's not personal.

It's not even professional. It just speaks volumes about what this means to you all. There is no way anybody observing this would think that you are taking this serious, and we are moving at rapid speed, whether we agree or not agree, and whether we can get there with an MOU or not, those are all fair that we might not, and we might, we might have agreement, and we may not. 90% Jim, more or less 85% of our MOU, which we're going to show you which is seven pages, and about 27 paragraphs, roughly and you and LeighAnn can shoot me if I'm wrong, 85-90%. Plus, our language that you agreed to before, language that you agreed to before, language, you signed. And now the pandemic is worse. The variant is worse, and we're probably going to have more kids in school than we had before. So the situation is actually more exigent, more demanding, and we decided to be reasonable, we would use about, again, please don't hold me to it, 85, 90, 95% of the same language between the two MOUs.

And with that, we thought that would speed things up. Well, if I'm giving something where they signed it ahead of time before. And we're using language that took weeks if not months, Wendy to hammer out. And that's our template, and we give it to you seven days in advance, and we beg for meetings week more than a week or so before that. So it is clear that you will run everything to the last minute. It is clear that you don't share anything ahead of time. It is clear that if we watch, I'm being honest with the District's feed it's not you, because you know I respect you, the District waits to the end, the District takes the full court press, the District doesn't get things back ahead of time. And it's become a win-lose situation and we're talking about your safety, our safety, kids safety, visitor safety, etc.

We didn't make up the pandemic. We didn't. We don't own the CDC. We don't own a mask company. What we own is the desire to teach our kids, and do so well by our students in a safer way possible. And the exciting moment of coming to school again for a new year, and in a frightening moment of what it's going to do to everybody's health. And so we should be celebrating the debate and the dialogue, we should respect the time pressures we're under, because the virus is coming in, school is open and there hasn't been one single thing that you have, your side has done since we brought this issue up to move this faster to collaborate, to partner, to share. It's, it's really, and it says volumes.

It speaks English that literally you said, can you see, can we see this ahead of time. We not only worked that weekend I called you all to let you know, we had and it was coming or at calm I can't remember which, when the call took place. Silence.

	<p>Silence. Not one email. Not one phone call things back to him ahead of time. Now, one work that we can all do automation oh and that was thinking, I don't know who that is. Well for somebody coming through, I don't know who that is. But in any event, we were asked, every time we were asked something, too, could you please reframe your demand for impact bargaining, we did it. I believe Wendy on the same day, within an hour or so. But for sure the same day, could have been the next day, but very forthwith with all deliberate speed. Safety delayed is safety denied. And we're just, it's, it's done and, you know, I understand the Chair for whom I have respect as well the School Board makes comments, about comments we make about budget people. We get all that, we're talking about safety. We never would have thought this large school district, large employer, this beacon of the life of the mind of children would literally hand us something that has after it started, not even attempt to meet with us earlier, not respond. I literally, I'm no longer stunned by it, because as Wendy said earlier, there's something going on out there is something going wrong at the school district, parents have a right to ask questions now. They're going to, we're going to tell them that we heard nothing. We're going to tell them in your request we worked as hard as we could, also a weekend, and got nothing.</p> <p>We could hit the ground running tonight, even at 9am sent this over, so it's wrong, it's strategy. It's bargaining tactics, you're going to get up and say it's none of those things. But here's the reality. We did everything you asked immediately. We worked through the weekend and sent this. Teachers are now in school and they have questions unanswered. And we waited and we waited and we waited, and a public employer, a public employer didn't do it. So Wendy, let's go through ours. Jim, if you want to ask us at any point any question, but you have seen all this language.</p>
James Preusser	I'm going to respond to that. After you went...
Mark Richard	Oh go ahead, please, please do better, respond.
James Preusser	<p>So, for the record. First of all, your email to us for your demand to bargain didn't come until July 19, okay, your proposal came on the 25th of July. And I've already given you, and that's okay you don't have to agree with when and where and how I meet with you. But in terms of my schedule last week, I was bargaining and meeting with the other union. And so I'm not going to get into that, you can check the record, you can look at the other meetings I attended, that's fine, but we do have a counter for you today. And I would also say for the record, there were three MOUs that were agreed to, not two. We had an original MOU that was agreed to back in March of last year, and then two thereafter, one of which went to the magistrate. And then we came back together to figure it out, which was good. But in terms of your proposal, I'm going to let you go through your proposal and I have a counter proposal. I want to get to bargaining, so let's get to bargaining. That's fine that you made your comments, I'm not going to debate you about your comments, I'm not going to get into with you about your comments. You have a right to your opinion, you're welcome to your opinion. I don't agree with your opinion, I don't agree with the things that you said for many different reasons. And I've already given you those reasons in the last bargaining session, at the very beginning of the session. You're just regurgitating the same thing. Of course, safety</p>

	<p>is important to our Board Members, of course safety is important to our Superintendent, of course safety is important to the community, and the children that attend our schools. We all know that.</p> <p>So I think let's get to bargaining. Let's hear what your proposal is, you can hear my counter right after that, and then you can caucus. I think you'll see, I think you'll see... you're, you're not letting me talk. I think you'll see... Look, there's several things that had to be reviewed here, but I think you'll see movement from the Board and the Superintendent, you may not agree with that and that's okay. And we have movement... I'm still speaking. We have movement on things, and we have rationale for the reasons why we could or could not agree to certain things. So I'll let you present your proposal. Let's get to the proposal, I want to hear the proposal and your rationale for why you think these things need to be in this MOU and then you'll hear my response.</p>
Mark Richard	Why didn't we hear from you for seven days? And why didn't it work earlier today?
James Preusser	Mark, you are hearing from me today. I'm sitting in front of you today. I responded to you when the days I was going to make myself available. No, I already gave you the dates. Why can't we get to the proposal? You guys want to talk about what happened last week. I don't want to get into that. Let's get to the proposal, I'm sure that people that are on Facebook want to hear the proposal...
Mark Richard	No...
James Preusser	...that's what they want to hear. Let's hear it.
Wendy Doromal	Tell us when you're finished so I can speak.
James Preusser	I'm not finished. I am not finished.
Wendy Doromal	That's what I need. Thank you.
James Preusser	<p>And honestly, I think that, and yes you gave us written feedback on the health and safety manual and that's fine, that's fine. Wendy, I know you probably spent a lot of time doing that, that's fine. We took that information we have that information. We've looked at the information, we've decided to, as we come back with our counterproposal there's things that we can agree to that the union has presented in your proposal. But let's get to the proposal. Don't ask me why I didn't respond in seven days or why I couldn't meet last week. I already gave you that answer very clearly in the last bargaining session. So if you want to respond to that, that's fine. I'd like to move to the proposal. I want to hear your proposal, so that I can respond. You're wasting time by going in the past, let's get to the proposal.</p>
Mark Richard	<p>Wait, I'm going to say one thing. Don't you dare tell us we're wasting time. Jim, come on now, be an honest broker. You should appreciate that people worked last weekend. Don't play games. We wasted no one's time. We're trying to figure out how to deal with safety with dispatch, you all dragged your feet, and you know you did, and fine we are going to get to bargaining. But don't dare look at that teacher on that screen, Wendy Doromal and all the teachers who are getting on campus and ready to go to school who have to sit with these children all day, and pray and hope that they're safe, and even suggest we're wasting your time.</p>

James Preusser	I didn't say you are wasting "my time". I said you are wasting time.
Mark Richard	And I'm, we're moving past it, it's not personal, but instead of just getting up there and saying, it took too long, I own that. You're constantly deflecting, and it's absolutely not the behavior we should model. Come on, it should not have taken you, on a life and death pandemic, where heartbeats are ending right now in a hospital of Advent in Orlando. I guarantee someone's going to die, unfortunately, in Orlando today, and the nurses don't get to say let's move on. They rushin crashing those beings into those rooms to save lives. They're the last hand that's held of people whose family see them. We're dealing with COVID. Let's just be upfront, it should have been here before today. Its water under the bridge, but don't even suggest Wendy Doromal wasted your time. Don't even suggest it.
James Preusser	I didn't say that she wasted my time. And first of all, I know all about what happens in the hospital, my wife, ...
Mark Richard	Because you bargain...
James Preusser	...my wife is a nurse, you know, you didn't even let me finish my spouse as a nurse. Okay, so I know all about what happens in the hospital so please, let's move on to the proposal. That's water under the bridge, and let's move on. Thank you.
Wendy Doromal	You done Jim?
James Preusser	I'm finished. Go ahead
Wendy Doromal	So I just want to say, no I will not let the District rewrite history. You promised to give us a counterproposal before today. You, we asked at bargaining and you kept moving the goalposts: "Oh, we needed it in writing". When we gave it to you in writing, you had to question what was wrote. You underlined things, so don't pretend that you didn't strategically push this meeting up to a date when school started and our teachers are dying and their worried sick because they don't have any provisions. Let's not rewrite history and that's all I'm going to say, Mark please go to the proposal. (See Appendix A)
Jim Preusser	Thank you. We'll listen. Go ahead.
Mark Richard	<p>Jim, thank you. So, the beginning, I don't know if you have questions, but it just basically is language of concern number one that you've seen and agreed to before.</p> <p>So it's asking for the latest version of this is hereby adopted, for those who are watching, it's an MOU, a memorandum of understanding, we have been able to reach these before, I misspoke and said to Jim, correctly it's three, and that's a good sign. And it's just, I think the most important thing as soon as the parties understand, COVID Health and Safety Manual may be amended as needed for legitimate operational needs, we get that we'll get prior notice and we'll move on.</p> <p>So paragraph one health and safety. The procedures herein apply to all facilities, wherever they are, and you've agreed to this exact language, and we will be implementing the procedures in accordance with CDC guidelines, including updates because another variant is now being found I think it's in Dade County.</p> <p>We found one that its origins appear to be from the, from the country of Colombia is what they think, and we don't know if it's more transmissible or not, but it's</p>

	<p>popping up at Jackson Memorial Hospital here, and I can't speak more intelligently about it, I don't know anything more. And then it just goes in here and indicates there's no waiver on our rights. So we're following the CDC.</p> <p>Number two, in accordance with the CDC guidelines we should limit, non-essential school site visitors, volunteers and activities, and this includes walkthroughs, because we know this is allegedly as contagious as chicken pox, then the least amount of human interaction, coming in with to each other is what the scientists are telling us, so someone doesn't have to have a walkthrough, or a visitor doesn't have to be there. Of course we're not talking about parents that need to come into emergency with their children, they shouldn't be. Okay, any school or classroom visitors who are deemed essentials, must however comply with all the other safety protocols, and Wendy, I'll stop at each one to see if you want to add anything to it.</p>
Wendy Doromal	Thank you.
Mark Richard	<p>Okay, we're going to number three. Again to my best notes is exact language that has been agreed to before. To speed this up, Jim, we tried to mirror previous language, which I think is more applicable now than ever because of what's happened with the, the Delta variant, none of which is anyone's fault in this room, or this Zoom Room.</p> <p>Number one, the District will update its emergency plans and contacts and establish procedures for students and staff who come to school with symptoms, or who tested positive for COVID-19, including but not limited to the following a through h. So A, we would establish procedures to separate symptomatic and or COVID positive individuals from the school population. If that separation is supposedly very critical in the safety protocols. Each school shall expand school clinic capabilities with triage, so that if a clinic is dealing with a kid who bumped her knee in PE versus a child who's tested positive, or who has symptoms, we would be able to use the triage method which is at every emergency room. As you now know, I guess through your spouse and thank you for her service as a nurse, there's at least one separate isolation room that can be used to isolate symptomatic or positive kids or teachers or staff, and schools with medically fragile students. Some of our most challenged students should have additional room for students to receive services, because some of those children get more services than a student who doesn't have those challenges. We want to ensure that symptomatic and or COVID positive individuals are sent home as soon as possible.</p> <p>And we wanted to add developing a parent and guardian communication and pickup plan. So what is the way to get hold of a parent or guardian, what's the pickup, what happens if they're at work and they can't be there, etc. C, informing OCCTA, the teachers union, and all employees at the worksite whenever a student, employee or visitor at a worksite has been tested positive, and we will be provided with weekly updates of these work sites, and the dashboard may be utilized for this purpose provided, we get the updates immediately, timely, so it can be the same dashboard, but the key here is information. So we had someone in my law firm, only one tested positive, we, we move with all dispatch. We're now, we're small, and we're 100% vaccinated.</p>

And we're proud of it, but we had a plan what to do, how to move quickly. D, following the guidelines of the CDC on how to disinfect buildings and as well as how to deal with it after someone is symptomatic, or COVID, right? So if someone's COVID, what do we do in a gymnasium or the classroom they work?

Okay, we want to close, in closing out areas used by a person who is symptomatic or positive, until we know it's safe to identify, and use contact tracing in accordance with the CDC guidelines, and of course in conjunction with the Department of Health for Orange County. We want to prepare for targeted school closures where necessary. No one wants any closing, we want five days a week, but it has to be safe and per science.

And so, just in case, hopefully never to happen. There's school closings, we got to be prepared now for that, as opposed to waiting at the end and doing it in a way that is haphazard, and if there has been a confirmed case at a school. The District shall dismiss the room or building of students, and most staff on initial consultation with local health officials, So everyone can get a better understanding of the situation of the impact at school. All right. All of this will be done in collaboration with us, health officials and you. We are human beings, we are citizens of a planet under attack by a virus, and we want to work arm and arm and hand in hand together. For symptomatic and COVID-19 positive students and it is exposed students, excuse me, and those who have had direct contact with someone with COVID-19 will be required to stay at home. Something new, said employees who have tested positive had direct contact with someone will be placed on medical relief of duty if they cannot work remote. We cannot have folks feeling the pressure of losing a paycheck.

Okay, so that was number four, and what we're asking here is that we understand that you forced someone back and they have to pick between a paycheck, or running out of sick days, or what have you. From a public safety point of view, we can't put that person in that pressure. Five, new, if an employee is sent home during COVID-19 he or she will be placed on medical relief of duty for up to 14 days. Once employees have exhausted all available leave, including federally, he or she may use personal, sick or unpaid leave.

And, of course, if they're at the very end of that rope, it would be unpaid. But, we've got to help someone get through their personal challenges, so they don't come in and feel the pressure of coming back too early in that 14-day window, which is still the same coming out of all the signs. Six, the district will follow the DOE guidelines for waivers related to making up last instructional days. Okay, any change to the calendar and/or work, they will be negotiated with the, the union. Number seven, old language, the District shall not ask or require any bargaining unit employees to sign any waiver agreements, require the employee to waive any rights to hold the District harmless or to agree to free the district of liability. With regards to COVID-19 at work, whatever help people get should not be predicated on signing a waiver, you've agreed to that before. Eight, bargaining unit employees will have the option to virtually attend any and all meetings, including but not limited to faculty meetings PLCs pre planning IEP, including meet the teacher and open house. Okay, where legal, and possible, provided

parents may request face to face meetings. If possible, virtual meetings may be recorded. Any other administrator communication will be conducted by email. With something transmitting as much as the chickenpox I don't know if it's hit the level of measles transmission. We now need to logically, cut back on human interaction, where possible, and some of these meetings, faculty meetings we've figured out they can work virtually not perfect, but they can work and whatever imperfection there is are far outweighed by the health precautions.

Number nine, Jim, all language that we have used and you've signed before, the District will ensure adequate equipment and supplies are provided to support hygiene practices. This must be proper and sufficient supply and equitable distribution of face coverings gloves, etc. The soap and towels, teachers and schools will have access to supplies and equipment, as needed. Bargaining unit employees are not required to clean or sanitize classrooms, however supplies will be there for their use. Next paragraph nine, the District will ensure that our teachers and counselors, etc., which require increased interaction with students, elective teachers, nurses, etc. are provided with supplies and equipment commensurate with the exposure level, including face shields, Plexiglas barriers, gloves, and additional supplies.

So, we have teachers who we know need even extra protocols to be met. And the third paragraph I'm under nine, the District will provide, the District will provide face shields for Deans, psychologists, social workers, counselors, etc. And they, and they will not be required to meet face-to-face in their office. This is with more than one student, if six feet social distance cannot be maintained.

And a lot of the folks have all or not totally sufficient air volume movement. Some of these rooms are closed, and some actually don't have air vents, because they were built out, you know, outside the bed. Some do, and we're not sure exactly what kind of exchange rate goes for fresh air and how quickly it's replenished, so they need the six feet, and that, and the distance. It's also something you've agreed to before, the District and local administration will coordinate other facilities. Okay, for use, and otherwise the District will provide the Plexiglas barriers.

Ten bargaining unit employees, including social workers will not be required to conduct home visits, which could put health and safety at risk. Unless home visits have a legitimate operational need, home visits will be made utilizing all protective measures. This is not the time to do this and this is absolutely critical.

Eleven, and let me backtrack particularly since everyone's hoping and we don't know if the scientists will be right, that, you know, they'll hope that there'll be a curve down if we get more folks vaccinated. But some say that might not even be seen to October, if, if then, and then we have the problem that as long as people are vaccinated, they become the laboratory for the next mutation or variant, so we don't know what's going to be around the corner, because there's so many bodies. The virus can still get in and mutate.

So, eleven, bargaining units, unit members including social workers may conduct and participate in IEP meetings, 504 plans and parent-teacher conferences virtually or by conference call, where feasible.

Number 12, we went right into the CDC recommendation as recommended by the CDC, all individuals over the age of two must wear masks indoors. Given that the District serves children under 12 who are not currently eligible for vaccination. And given that proof of vaccination is not required. There has, we have talked to multiple legal experts, we've watched them, really talk to them, you read them. To be honest, and they do not believe that the Governor's order is actually applicable to you, they're not in a state of emergency, but, in either event we believe you have constitutional officers at the School District who should stand up and do what they think is right. And when they do that, then the system will eventually let the Governor or the School District know whom was right, but in the meantime, there's no reason for folks not to be following what other school districts are doing and the CDC, and then it will get ferreted out, but we are asking for what the CDC has recommended, which is masks. And upon request, you will get face coverings, including KN95, upon request. Thirteen is language you've agreed to before. Pursuant to CDC guidelines, the District will develop a schedule for increased routine cleaning and disinfection and will clean and disinfect frequently touched surfaces, playground, a lot of this, we believe is missing in the new manual, door handles, sinks, drinking fountains within the school, or school buses. At least daily, use of shared objects like in the gymnasium, physical education equipment, and art supplies, toys where multiple children and adults are touching the same object should be limited, when possible or cleaned between uses. Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating that it was cleaned in each class will be attached to the classroom door daily. These are incredible human beings in these classes, they're our most precious commodity. Our students, along with a really incredible group of human beings teachers and administrators and principals who go into a special place, a public school, and they need the highest level of protocols and cleaning.

Teachers will be allowed to use air purifiers in their classrooms and offices. Something we have agreed to earlier.

Number 15, the District will require each school to establish protocols including physical guides and signage. I'm sorry will require each school to facilitate compliance with CDC guidelines of physical distancing while traveling through the building including transitions from class. So you can see my doctor's office, my ophthalmologist, those who really put the markers down and have thought about human behavior are getting great results. By the way, it's hard with children, it's just a natural thing for students and children to push back and go in two different directions. We have pictures from fire drills where no one was maintaining distance, and they were going, so the more we can put in signage to be consistent and uniform and giving additional time to anticipate the way children will traverse the buildings, so as to maintain the distancing and the safety will be so, so valuable and helpful.

Sixteen, all class sizes, including VPK, electives, special area classes so they're included, 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 spacing must be at least three to six feet apart as possible to

comply. So we've got to sit there and look at the space and say wherever possible, we have to do this for the safety of everyone.

Seventeen is language you signed off before, the District will encourage and communicate health and safety practices to parents, districtwide hygiene practices, distancing will be taught and embedded into the daily routines, and they haven't been around a lot. So we're going to have to really ramp up our educational activities. Because we've lost muscle memory, I see myself doing things I didn't do a year ago, and then I'm thinking its worse now, right? And with the Delta variable I catch myself saying, God, I would not have done that a year ago, where we're not opening the door without a mask or my house or our daily schedules including class transitions must include time for every student and employee to implement adequate hygiene.

Eighteen, employees may or will not be required to enforce student adherence to hygiene practices, social distancing and other protocols. We do not want to get into those. We want to leave it to teacher's professional discretion on how to handle. Students who are not being safe, right? So we have a teacher at another school that's all kids spitting at each other. Clearly something we wouldn't allow under any circumstances that has an underscored danger associated with it. When and how that happens in terms of intervening, it's got to be up to the teachers, professional judgment. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols, unless the employee is grossly negligent or takes no action. Teachers will also not be held responsible for adverse consequences of face coverings, COVID-19 cases traced to their classroom. We're not going to be penalized or disciplined for not being able to control a virus that none of us have ever seen or dealt with in our lifetime. No one on this planet was around back when the last one of these I don't think maybe one or two around the world when we had the Spanish flu. School administrators will probably take action to correct any student noncompliance, and that's a language that was previously agreed to. We're getting close. Twenty, the District will cover over the cost of COVID-19 testing. So, what the cost rather associated with it at any of the medical costs are not yet eligible for insurance coverage with the District. We want to encourage people to go, we don't want that to be an inhibition.

Twenty-one, livestream instruction and cameras in the classroom are not permitted. We know that that experiment isn't working, where a teacher is doing both at the same time.

Twenty-two is critical. This is a critical thing we've all learned hybrid instruction is not working. Pedagogical, safety, emotional social wellbeing issues that we have learned that it would be best not to have hybrid instruction.

Twenty-three is previous language, the duty day, including time for planning grading and the student instruction shall not exceed contract hours. Our teachers have never, and everyone, I would say every employee, regardless of bargaining unit. Boy, are our teachers and counselors and librarians all of you, missing folks, social workers, what they have done during this pandemic and the number of hours that have gone beyond the normal day, and then teachers have never ever

not given free time if you will, at night, weekends, my wife was a teacher, our kitchen table was sort of her table at home to do grading and lesson plans. They never stop, and the pandemic, it's even more so, the number of donated pro bono community just stellar behavior by the educational cadre and core at Orange County schools is remarkable. And, but we still have to have some parameters that we're not requiring them to go beyond their contractual hours.

Twenty-four is old language, teachers will have the freedom to implement curriculum, and the parties agree to it here, to do that. We don't want to have a problem in that area.

Twenty-five, bargaining unit employees will not be required to perform duties, outside of their job description, or historically assigned duties. They're kind of swamped and they're exhausted and I suspect, given the virus. Don't be mad at me for saying that, what is perceived by many as a cavalier attitude, particularly with what happened here these last weeks with this issue is causing people to lay up at night wondering should I quit. Should I put in my FRS? I bet you were going to have difficulty filling vacancies, part of getting back to us on time is not just to not be dilatory. But it's about safety, but it's also about certainty. People need the certainty to know that their teachers, on this screen, are their leaders, and you all who are leaders, with whom we have respect, roll up our sleeves and say we got this, we're going to work day and night. So when you go to bed at night, you're going to have the fears of the virus, and you're going to have other things but you never have to fear that we're not 100% on this at the speed at which is demanded by a pandemic. And so we don't want to add any more responsibility to duties behind the many that have been assigned to them and they take on voluntarily themselves.

Twenty-six, classroom teachers will not be required to supervise students between periods, they've got a lot to do to set up the next class, make sure it's safe. The time will be used to prepare for the next group of students.

Twenty-seven, teachers will not be penalized for choosing to maintain six feet of distance, and will not be marked down in their evaluation, we're not walking around the classroom, If we violate the six foot distancing. This is important. We have teachers who are on chemo. We have teachers who have grandparents living at home. We have teachers who have adult children with lupus living at home, Their immunosuppressant. And so it's hard enough. But they're going to try based on science, to maintain their six feet. Classes are going to be crowded, it may be difficult to navigate between the desks and the classrooms and use demonstrably. It's really impossible if you want me to teach hybrid and be teaching to the computer to students at home that just can't be. But even in the school setting without hybrid in the classroom. Teachers have to make that judgment. They can't. They can't. We cannot ask them to do things that are not safe, and they're going to teach well and they're going to do a great job.

And then I have a few more things to add. But at the end we have the terms and conditions, the parties further agree to establish best practices.

Okay, in this terms and conditions just acknowledges the fast moving pace, and the, and the ever changing landscape of this pandemic, and the medical reactions

	<p>to it, and the health and safety mandates necessitated by it. So it says the parties agree to further establish in writing, best practices and mechanisms to monitor and enforce safety protocols, to revisit the subjects herein, as necessitated by parents, student, employee feedback. We love to hear from our stakeholders, changes in the law, changes in the course or severity of the pandemic, like now, and the evolving needs of parents, students, employee, because it takes a village and the whole village should have input. Subsequent agreements will be incorporated herein, and the OCC TA will utilize the joint safety committee to recommend best practices. This agreement sets forth the entire agreement. It's supersedes any other agreement. But in the event of a conflict between this and the CBA the CBA prevails, and the rest is legal mumbo jumbo.</p> <p>And we want this to go through May 27th 2022. Couple of two extra things I want to go over and I'll turn it over to Wendy to correct any errors that I made.</p> <p>Two other things. We're doing this impact bargaining, Jim without either side but I can only speak to my side, our side, the teachers and in our bargaining unit, we're not waiving, by doing this, any issue that's a mandatory subject of bargaining. We're not doing any waiving by entering this and if we do speak about something that is a mandatory subject I are doing this discussion, we're not turning it into a permissive subject and I know you would say the same conversely. Also we're very concerned, I think we sent, Wendy was it 40 pages, your review of the changes to the Safety Manual?</p>
Wendy Doromal	Yes, 42.
Mark Richard	There were approximately and you correct me if I'm wrong, Wendy and Jim, 88 pages before. Okay. And well, we had last seen is about 60 pages were eliminated. Now I stand to be corrected because we're getting things right. It is absolutely frightening to us. Given that, well before we all work together to try to get below a 5% transmission level, right, we are I believe in Orange over 15%.
Wendy Doromal	We are almost 20% right now.
Mark Richard	So, things are worse, except maybe in terms of the death rates because of the vaccine. But in terms of transmissibility we've never seen anything like this, even in the Coronavirus world, and you have a health and safety manual We were stunned at. It eliminated in our mind 66 of 88 pages. And some of the things that looked to be eliminated to us, were stunning to us, if we're correct and Wendy spent until two and three in the morning, sending, I believe, pages and pages, some of it was redundant because it went, item by item, and items also, again transgressed if you will, similar areas. And we got, not a single comment back. Not a word. Wendy, to my knowledge, not a reaction, not a thank you, not anything. It's kind of stunning to us.
Wendy Doromal	No, not in a way it is because the way its set up is, there's a safety committee that's not really functional and previous times the manual was changed on. And I said, I had to give comments there and not one word was said after I said it, except thank you. But no discussion, nothing because it was already done. And then, oh it was

	this time it was already a done deal. So, basically I spent seven days and seven days writing something.
Mark Richard	<p>Let me, let me highlight this before I turn it to Wendy and back to you and thank you for listening. These 10 or 15 items appear to have been removed. Notice my words were so left out of all this, appeared to be left up. And we think if it's true, it's reckless. There seems to be no firm commitment to monitor community transmission. Yet the CDC entire color coding is tied to, inextricably tied to, community transition, we don't see any real mechanism to monitor community transition in the new manual.</p> <p>We also don't see any commitment in there to adjust these procedures based on latest changes of science, etc. There is no requirement to wear covering, put aside the Governor's whether he had the right or not to do it to the districts. What is the School Board's, what their position is, your position, that the Governor is the School Board? Well, I don't know.</p> <p>There appears to be no social distancing requirements in the manual. Three feet six feet. We don't see it. If it's there, please no, we just got the latest one I just printed it out this morning and was looking at it. Wendy, when the new one went out Friday...</p>
Wendy Doromal	Actually, it was supposed to go out August 2 nd , but as always, the District ignores our 10 days. Did not confer with us. And as it was said at one safety committee, the special magistrate said, confer, not that we have to listen to you. So, I didn't expect them to, I hoped they would, because it's our children's health and lives. It's our employee's lives, But it was dated August 2 nd . And it was posted on July 30.
James Preusser	Can I answer that for a moment? I mean I can wait.
Wendy Doromal	No, I think Mark should finish.
Mark Richard	I'm almost done Jim, I promise.
James Preusser	I'll let you go, but I will be answering that.
Mark Richard	<p>Please do.</p> <p>We also don't see any notion of the mechanism of communicating with students, employees regarding protective measures, and how to prevent spread, you don't see that in this, and it was in the last one.</p> <p>And the last one, but not in this one, is a commitment to ensure sick individuals stay home, all you got to keep sick individuals to stay home. We're not seeing the same granularity of cleaning or disinfecting buildings, surfaces or shared items in this manual. Those 66 pages are gone, They're gone, any maintenance of a crisis response team or group, it's, it's mind blowing to me that that is now not there. Crisis response team, a sensible or safe school clinic oversight. Who, what's happening with our clinic oversight?</p> <p>And why was, why were they pulled out? Special considerations for medically fragile students, not in there anymore. A limitation on visitors or unnecessary in person meetings, not in there anymore. Used to have reference to serving meals safely, not in there anymore to our best read. Any real protections for interactive</p>

	<p>activities such as playground emergency drills, extracurricular, outside events, sporting events, and aftercare.</p> <p>All of those things that we had discussed before, and that were in the manual we don't see that. An encouragement to use safer outdoor spaces if it's possible, if the school's really crowded, and we're at 20% there may be a way, and to spread some classes outside, and I know it's hot, there's ways to navigate that. We're asking for encouragement, and it used to deal with safety procedures for contractors and vendors, and that's not there.</p> <p>So I'll let Wendy finish up, you've seen our proposal. 90% or plus worked before, we don't know why it wouldn't work now, and 66 of 88 pages 75% of the manual got cut down, and things are worse, where, where we just want to be blunt, we're extremely, extremely concerned. And we'd like to reset with you, and just get this done so safety is paramount. Wendy, please add to this.</p>
Wendy Doromal	<p>What I want to add is that it's very disheartening that the District is so unilateral and in everything they set up and every committee and every bargaining session they must have control. You want to control the time, the message, everything, and they strategize to put obstacles in our place continually.</p> <p>Teachers need to feel safe. We've got dozens and dozens of emails, calls and texts from teachers begging, that meet the teacher be virtual, as it was last year, when there was a much lower COVID spread in our community.</p> <p>At that point the District cared and seem to say okay, you know, we'll do that. But no, nothing, only meet the teacher face-to-face, but they got people going in there with no masks, and we have kids in elementary school, who have no possibility of being vaccinated because the vaccines not available to kids under 12. We're just very, very concerned with these issues.</p> <p>The fact that the District continually decides what they're going to do, whether it's with the manual or ESSER money, or whatever, then throws it at us. I'm going to give you another example. I got a text on Friday afternoon, it's always after hours, saying that the District, the district decided to use ESSER funds to give teachers \$200. Not teachers in OCPS, employees \$200 if they showed proof of vaccination by Halloween. I'm not saying that's a bad thing, I'm saying, the federal government said, the District must bargain on the use of ESSER funds.</p> <p>So what we're going to have to do, and I know Mark is going to help us, is to directly communicate with the federal government, so we understand what we bargain and what we don't, because what we're seeing is the District taking that pot of money, and using it as they see fit.</p> <p>For instance, we were told that 500 or more tier one teachers were hired with ESSER money. We would like to see some of the ESSER money spent on the suggestions that we gave, having permanent subs, we want to stop learning loss. Last, we know there were 26,000 vacancies for substitutes last school year.</p> <p>Let's stop that, let's use some money and get a permanent sub in every school and do some things, but we will bargain. And that is what the federal government has set, and they did not say no, the District has this money and they're free to use it as</p>

	they wish and I've discussed this with both state and national union leaders and we will get an answer from the federal government. Thank you.
James Preusser	You guys finished?
Wendy Doromal	I'm done. I'm waiting to see your counter. Okay, so before you speak. Jim, I want to tell you I hope that I did it right, so you guys can share.
James Preusser	<p>Okay, before we share it on the screen, just a couple of responses based on some of your commentary and I would ask that you do the same when I'm presenting my counter. Let me get through the whole counter, if you have questions, and certainly ask me afterwards I'm happy to field questions that we can get into that dialogue. I don't have a problem with that at all.</p> <p>But, as it relates to Wendy your comment about the July 30, and the message that went out. That was the date the message was created it actually did not go out until Sunday at midnight, or Sunday, so it was not, we didn't, we didn't send the message out on the 30th. That's not at all factual so I just want to make sure that that's clear.</p> <p>So I know that it was forwarded to you but you had already gotten the information that was the date it was created. I just want to be clear about that, it did not go out through email on the 30th of July. That's the first thing. The second thing is the items that you went through. In regards to the Health and Safety Procedures Manual, a lot of those things are captured in the MOU.</p> <p>And we think that when we go through our counter proposal, we'll be able to highlight some of those things, not saying all of them are. But I would also say that there's things that the District's already adopted and put into place from a protocol perspective and so we can get into that as well. So, we'll go ahead and share, and I'll email it to you as well. Give me a second.</p>
Wendy Doromal	Jim, I do have a date stamp on the email that was forwarded to me and it was not midnight on Sunday. Okay, it was the afternoon on Sunday.
James Preusser	I think you're right, I think it did go out on the afternoon but I just wanted to be clear, it did not go out on the 30th That's just when it was created.
Wendy Doromal	And we have a bargaining team member here who can tell you when he received. It was way before that.
James Preusser	Let me just say that there are annotations on the document because I want to make sure you understand the rationale from the District about why we may have countered, and no it's not a rejection, it is a counter . So I know that we had some dialogue about that the last time, but these are, this is a counter proposal so the first thing I'll say in the very first paragraph. (See Appendix B)
Mark Richard	Can I ask a question, Jim? Did you redline it against our proposal?
James Preusser	I did.
Mark Richard	Okay, great, and the responses that are in the box are just annotations?
James Preusser	That's right.
Mark Richard	Ok, got it.

<p>James Preusser</p>	<p>I got it. I'm not saying they need to be embedded in the agreement, it's just from a rationale perspective so you can see the position of the District.</p> <p>So, the first, the first paragraph. First of all, it's not a reopening, schools are already open. So we changed the word read just to opening.</p> <p>And we said we could agree to it through December 2021. And let me just explain why. So, you know, in the last MOUs that we've had, we've had a lot of discussion with the Board and the Superintendent. And when you know we agreed to long term MOU for language contained therein.</p> <p>Sometimes it hamstrings the Board about being able to make a management decision or business decision for the District so you're going to see some of that theme throughout this document. And I'll certainly highlight those and bring those to your attention as I move through it. So we move to the next paragraph.</p> <p>Again this is, this is something that we want to make sure that we're not usurping the School Board authority, and they need to be able to pivot and change, so the way the language is written in saying that the MOU would override the Health and Procedures Manual, things change and regularly, things change daily. The CDC and/or the Department of Health, change things regularly. I'll give you an example. Last go around, if you remember when they were putting people out. Originally, they said 14 days, and then they moved to 10 days. We had an MOU that said 14 days, up to 14 days. Fortunately said, it said up to 14 days, or we would have violated the MOU. So we just need some flexibility.</p> <p>We can agree to the rest of the language, with the exception. We did make a change there instead of OCCTA giving prior notice for meet and confer opportunity, have three days for input prior to any amendment to the Manual. So, if the union doesn't agree with the number of days, we can certainly continue to talk about that, as we go down to Number One Health and Safety.</p> <p>So, in this particular area, this is where, you know, we think that the way the language is written, we have made a slight change that says the District will consider the recommendations of the CDC and/or local health officials, the reason we say that is because they don't always agree. And also, there can be a differentiator in terms of what's going on, specifically in Orange County, or Florida, State of Florida, relevant to COVID-19. So we want to make sure that we have some flexibility there. The Board, again, may want to have an opportunity to update or change a particular policy, or you may need to update or change the health and procedures, safety procedures manual. So we believe that that language does allow for that, but it also stipulates to our employees and to the union that look, of course we would consider the recommendations from the CDC and our local health officials. We struck through that old language in there about the emergency order because that's no longer applicable around the reopening of school. And then, we left your language in there about your waiver. You mentioned that earlier, Mark. More broadly, of course, but we also won't be waiving any of our rights as it relates to, you know, the management of the school district, but we left your language in there. We don't have a problem with that.</p>
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Go to number two. So we just strike through Number Two and the reason, let me explain why, we think that there are opportunities where folks may need to come on to the property to a school, an example of that would be a tutor. You know we use tutors, external tutors before to come on to the premises. We know that learning loss is a big deal, social emotional learning is a big deal, and so we do think that that language restricts us from doing that.

If I go down to Number Three, change the word "update" to "use". We did say the District will keep employees and the community informed via the COVID-19 Dashboard, so the Dashboard is available today. It's available on the website, there's links, and you can go to the website and find it. Wendy, I know you've had discrepancies or concerns with the Dashboard before, but we do send it out to you on a regular basis to ensure that you have an opportunity to look at it and of course you can look at it on your own. A through H. I know that you have these elements back into the MOU, but what we're saying here is that a lot of these, this kind of goes back to my very first commentary. A lot of these items have already been adopted and incorporated into our protocols. So, yes, Mark the manuals not 88 pages long, but a perfect example would be cleaning and disinfecting. The custodial team is still doing that, that's going to mirror what it did the last time. In fact I spoke to the head of custodial today about that, so you know, those things are still going to be in place. Yes, we struck through the language but we also feel like, again, it's not necessary to be in the MOU because the protocol is already in place by the District.

Four, we've kind of combined four and five, so let me explain. So in your proposal. Of course we agree with you that symptomatic, and/or COVID-19 positive relations, they should stay home. We agree with that you had written language. After that, that speaks to the medical relief of duty. What we did in number five is we've combined them. So we're saying here is a fully vaccinated or approved reasonable accommodation employee. Let me explain what that is. An approved reasonable accommodation employee would be an employee who, let's say has a medical condition and they can't get the vaccine or have at, from a legal perspective or from a religious perspective, they don't want to get the vaccine. So, if they had an illness related to COVID-19 for which they were quarantined, that's what circumstances mean. So I struck through the word illness and put related circumstances so that would be either an illness or a quarantine, we would pay for their time out and we did strike through up to 14 days because I gave you an example of that earlier. Those days changed, and so we're saying that, and we, we work with the DOH daily, they come back to us and say look this person contact tracing, this person's quarantine, we're going to be out for this amount of time, or hey this person's positive, this is the timeframe, they need to be out. So we would pay for that time. And I would also say that there could be instances where an employee might be out multiple times. You know we have had employees that maybe were positive, more than once, or they were quarantined more than once. They will be paid for that time as well. We did strike through federal benefits there are no federal benefits related to leave, right now at least those have expired.

Have got to number six. So, I did have a structure that but I have a reason why. There's actually a statute that speaks to that, statute 1011.60 And it really, it governs

the administrative rules relevant to waivers. So, Mark, I don't know if you want to look at that, but I could send it to you, and Wendy, I can send it to you like, but I did have some conversation with John Palmerini about that. And there's no reason for that. To be governed by the statute, again 1011.60

The next one, let us be very clear with you. Number seven, we have no intention to ask employees to sign a waiver, no intention, and we said that the last time. And I also say, you guys had mentioned, Mark, he specifically that you guys have agreed to 90% of this, will remember that most of that went through the magistrate. And we had a discrepancy on about three or four things that we worked out between the parties that were, I think, a little bit of a deeper concern between the parties than the other, the other items we agreed to. So I know that you've taken those items, the ones that you thought were appropriate and put them in your MOU and that's fine. But we believe that in some instances, some of those things don't belong here. And that's why we've either struck through or given a reason or rationale why we cannot.

Number eight, actually added some language at the bottom. The word any and all, that's a little restrictive for us, pretty broad. We said where possible large scale meetings that we will. So, we know there's instances where large scale meetings, you know, got a lot of people coming back maybe you're in a gymnasium or a hall, what have you, and we feel like those meetings should be virtual, where possible.

Nine, there are no issues with number nine in totality, that everything in there is fine. With the exception of where it says teachers will be permitted to wear scrubs or casual clothing. We're just reverting back to the Contract, with the contract language says relevant to that, under the professional dress component. And then the other paragraph I apologize, because there are actually four paragraphs in Number Nine. So two that I can agree to in totality. Paragraph three, we have our change. Paragraph four, we also felt like some of these items needed to stay in here and so we said the District will provide, as requested face shields and Plexiglas barriers, are these following job classifications deans, psychologists, social workers, counselors and staffing specialists. We also understand that there are going to be instances where a student wants to be face-to-face, or needs to be face-to-face, or there's a requirement to be face-to-face with some of these different job descriptions, so we think there's potentially an adverse impact if we say, look, you're not going to be required to meet face-to-face. But we are fine with providing these, these items Plexiglas barriers, and we also said, certainly if there must be a face-to-face meeting, there will be Plexiglas barriers in the offices for these different individuals to have or conduct a student meeting.

Number 10 and 11. So I know we went round and round about this last time under number 10. It's kind of the same thought process or rationale. Under number, the end of number nine, which is, look, there are situations where we think that, home visits will be necessary. I know Mark used the phrase this is absolutely critical. But we think it's absolutely critical on our side. You said it was absolutely critical that they shouldn't be occurring. We think that in some cases they may need to occur based on the situation, so the language it says will not be required. I don't know if there's a different way for us to write it. And maybe there is, we can certainly continue to talk about that and I would also say that for some of these others, where

maybe we can write it differently. I know that you presented these and I don't know what your passion level is on each one of these, but if there's something we can do different that would also hold true for 11. Because there's instances where the parent demands a face-to-face meeting, and they're telling us no, it needs to be face-to-face. So, I think, we had, where feasible in there so maybe that's something we can continue to move on and think about, at least from a first glance. We want to make sure that we can provide that opportunity for the students and their parents.

Alright, number 12. I know there's going to be a lot of discussion around this one, around the face masks or the face covering. So it does violate the policy, the way the policy's written under EBBA. And I'm specifically talking about the recent adoption of the policy that occurred. I think on July 13 with the Board, face masks or face coverings are optional. And then obviously, again this is based on how your language is written. Obviously the Governor's Executive Order relevant to students. So I think from the Board's perspective, it's really having the opportunity to pivot or change or to make decisions as things change. And that's where we are right now, as it relates to the policy. The policy is optional. So we believe that if an employee wants to wear a mask, of course they can wear a mask. We don't have any concerns with that. And we think that it, it's up to the employee to decide. The next section under there. Upon request face coverings will be provided. We don't have a problem with providing face coverings, we cannot guarantee the candidate that KN 95 masks can't guarantee those, but of course, a face covering, we can make those available.

Number 13 So we made a few changes here. The District will schedule routine cleaning and disinfection of frequently touched services within the school and school buses, at least daily. You may or may not know this, I'm sure you do, but I think there was someone from CTA and the bargaining team. You have an agreement with OESPA on health and safety. We agreed to that on Friday. Yes I was in bargaining on Friday, meeting with them until late. We did get an agreement on health and safety with them. There are elements in their agreements that speak to cleaning up buses, how often, etc. So that is incorporated into their MOU, even though it's highlighted here. I wanted to point that out.

And the other items of use of shared objects, etc. we can agree to the word between uses, and have some other things in here. Again, I think some of these, like we talk about checklists, and the daily sanitization or disinfection. Those things have been incorporated and are part of the protocol process as well.

Fourteen, we have no issue with on the air purifiers.

Fifteen, we did add some language, I think what both for Fifteen and Sixteen. I just want to make this comment is, you know some of our schools are very large, in particular at the high school level and we have, you know 3000-4000 students in some of those schools, and social distancing is going to be a challenge, it is going to be a challenge, in some cases; however, what we indicated here is physical distancing will be observed or feasible. Appropriate signage will be distributed to schools so the safety team will be distributing signage to schools. And we will be making sure that that signage is consistent amongst the schools so that everybody

understands what's supposed to be happening. And I believe that signage has already started to be distributed in conjunction with some of the elements of our Health and Safety Procedures Manual.

Sixteen is difficult. All class sizes will maintain three to six feet apart. Again, the majority of our students are going to be back face-to-face. We could agree to this the last time, because as you recall, a lot of our students were not physically in school. That's not going to be the case this time and so to say that we must be at three to six feet apart, is going to be a challenge for us. And so, and also from a statutory perspective on class size. When it gets a little bit difficult for us to agree to that. Well, again, last time we could do it, because, you know, we didn't have as many students, physical classroom.

Seventeen, we have no problem with the first two sentences. Of course, we 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. Again, you know, increased number of students returning, you know, from a transition time perspective in your, in your next sentence. That is going to be difficult for us to do. And also, we have to maintain the state required instructional number of minutes. Because those things are within Eighteen we think is redundant. It's really, I think a rewrite of Seventeen. You can certainly correct me if I'm wrong, but we think that Number Seventeen, the broad statement at least in the first two sentences. I think is already captured in Eighteen. We have no problem with Nineteen.

Twenty, so I'm going to talk a little bit about this. We agreed to this last time and this one also went to the magistrate. The problem that we have with this one is that if we, we can't limit expanded coverage, meaning that if we do it for a group of people, we have to do it for every employee, meaning that no employee would have to wait to 59 days when their first hired. And so that's, that's a problem for us to do that. In fact, speaking with our Risk Department, we actually shouldn't have agreed to that the last time. But we did.

Twenty-one. Livestream instruction and cameras in the classroom, you put are not permitted. We said are permitted if, if the teacher volunteers to grant listen only opportunity for students absent due to illness. So we're not saying that the teacher needs to instruct, the teacher needs to instruct, but if the student wants to listen to a lecture or what they're teaching for that day, it's up to the teacher to do that.

Specifically, hybrid instruction. Let me just get into that a little bit. First of all, there's, there's no direction from the state on hybrid, there's also no funding for hybrid instruction, so they're not allowing hybrid instruction at this point, if for some reason that were to change. That would be something obviously we would have to come and talk to the Union about, but at this point in time, we don't have any indication that that's something you would be implementing or thinking about implementing.

Twenty-three duty day. There's actually a recent arbitration that spoke to duty day and so I just want to read one sentence out of it. It is a common and accepted practice by both parties for employees to perform tasks beyond the duty day so we understand that, you know there are times when teachers and obviously other

	<p>employees work outside of that day. And I know that CTA filed a grievance and went all the way to arbitration and that was the response from the arbitrator based on the information that was presented in the arbitration. And that was the feedback that the arbitrator gave us.</p> <p>Twenty-four, that's already in the Contract. I don't, I don't think it needs to be in the MOU and also the lesson plan settlement speaks for itself.</p> <p>Twenty-five really limits our right to exercise control and discretion over the organization, it's under the Florida Statute.</p> <p>Twenty-six is also in the Contract. I don't think it needs to be in there.</p> <p>Twenty-seven, I mean, I know Mark, you gave an example of a teacher walking around the room and trying to navigate through the desks, and it's tight. But we also know that those, there are effective classroom strategies, relevant to how an evaluation is looked at right now. You mentioned marked down in their evaluation for not walking or marked down in their evaluation for not walking around the classroom. Again, I think the administrators would try and be focused a lot more on Grace and Compassion around that. And certainly, if there was an issue with that that can be brought to leadership, or it can be gone through the grievance process accordingly.</p> <p>And then lastly under terms and conditions, the way that it's written. It really suggests that if any changes are made, we have to come back to the table. And so that's a bit of a problem for us. We think that yes, there are situations where the Board has the absolute right and the authority to make changes and to pivot and to certainly run the operation, especially specific to safety and various other things. And that's a management right, so I can't agree to that top paragraph. But the other paragraphs I can. You said it was legal mumbo jumbo. Because it was your exact words, we can agree to that language. And as I stated in the very beginning, by agreeing to something till the end of May limits our authority. If something were to change, and we have examples of where that's happened, and so I gave you a couple.</p> <p>So I think at this point in time we're willing to agree to something until the end of December, and that the parties need to come back together and talk about that, prior to that timeframe. We would be willing to do so. With that said I will pause and see if you have questions.</p>
Wendy Doromal	<p>I do. I have comments. I can understand right now why you did not send this to us before today, because it's absurd! Because it endangers teachers and it will endanger students.</p> <p>The fact that you repeatedly said "where possible" means it's not going to happen. We've been there, done that with the District, over and over. Anything that says "where possible" means: "Hi, I'm the district, and I have control." Not going to happen. Okay. And it's not flexibility, you claim you want flexibility, no. You want control, and that's who the District is. An autocratic employer that does not bargain in good faith. And so I can just say, "done", is a good word, even for the District I find this incredible.</p>

	I would like a copy of this immediately. I would also like the copy of the arbitration you refer to with that sentence.
James Preusser	Sure.
Wendy Doromal	I need the whole response for that. And I did ask for some other things that I sent you this morning but, of course, this is just stunning to me. Mark, if you want to comment.
James Preusser	So Wendy, let me just ask. You said you were done? What does that mean? You're not going to discuss this any further or I don't understand?
Mark Richard	We are going to discuss.
Wendy Doromal	What are you talking about? I mean I am done trusting you. Done trusting, and believing that you, the District, the School Board, and the Superintendent really care about their employees and their students. My God, we are on national news every single night. Every single night for having the most cases, for having black status in our hospitals, for the number of children who have become sick and are hospitalized. It's on the national news and you gutted our last agreement, to threads, to bare threads; and it shows who you are. It shows how you think about your employees and how you really are up there to protect students. My goodness. Teachers want to be in the classroom, but you want to be safe. Teachers want to be in front of kids, but they want to be safe and they want to make sure that their students are safe. With this plan we would be closing down classrooms, closing down schools. It would be incredible, it would be a mess. It just could not possibly work and I think we're going to have to let Mark make a comment, and go to caucus. We'll need this proposal for caucus.
James Preusser	Sure, we will send it to you.
Mark Richard	So Jim, a couple of things, I want to make sure I understand. So you do realize, I, I want to make sure we're agreeing with each other, that you struck out multiple paragraphs that you had previously negotiated with us. I'm not misreading that, correct?
James Preusser	Right, and I gave you a rationale as to why I struck through.
Mark Richard	You can give all the rationales you want.
James Preusser	You can, too.
Mark Richard	I want everyone understand you did not have those rationales last time. You agreed to it last time. The School Board accepted last time. 80% of what we have in here you agreed to is stricken. The second thing we want to make sure we're agreeing on. It was critical to us that we didn't draft an MOU that you could change 30 seconds. And the way I've written this by striking through language you have once agreed to multiple times, actually. You can change every single word in here, unless it violates the law or our Contract, but every single word in here, you can change at any time. Because in the preamble, you struck through that this would supersede, and you knew that was critical. Otherwise, we can have this. And just like, you know, Wendy said, we would not be at all surprised if an hour later you all change it. So, you have literally 100% almost changed the entire mechanism. The partnership, the dynamics of the other three MOUs that we have, and things

	are worse. So you do realize, right, you've made a proposal that gives you 100% ability to change this at any time.
James Preusser	First of all, Mark, let me just comment on that. The other three proposals are separate. The first proposal was one page long. It didn't even have any of this language and the second proposal didn't have any of this language in it either maybe a little bit, but most of it did not. The third proposal was completely different. You went to impasse on it. Okay, and most of what came back. Okay, came from all of it, excuse me came from the magistrate. We agreed to modify, or five different things that we had a disagreement on, let's be very clear about that and we came to an agreement on that and that's fine. That was almost a year ago, that was last December. Again, as I stated earlier, there are things in the agreement that "hamstrung" the Board, and their ability to change, pivot, or make different decisions around the school district. I've been very clear about that. And so if I agree to something first and foremost for an entire year, school year. What happens if something changes? I gave a very good example about that around the 14 days, or what if things change, relevant to another, CDC guideline or CDC recommendation. So you're saying that the union would actually come back to the table and say okay we're okay that that changed. No the union would say, No, that's what the MOU says and you have to adhere to them. That's what you would say, and you can't tell me different than that. That's exactly what you would come back and tell me.
Mark Richard	Jim, let me just say...
James Preusser	Is that true or false?
Mark Richard	It's False. What you're saying is false. Yeah, let me answer what you just said so the public knows what you're saying. You went to a special magistrate. And that's an outside third party that gives a non-binding ruling. After that, instead of going to the School Board we reached an agreement, an agreement that was inked. You will have that agreement.
James Preusser	And that agreement expired, let's be clear.
Mark Richard	I understand, but this was language we all agreed upon in a health and safety pandemic. I really hope all of you when you're in bed at night, really look at your day and say: "what did we do today". You went to 14,000 teachers and educators and said: "what was good enough before the pandemic got even worse, is no longer good enough." And whatever we agreed to you, we used to say, we'll keep our word, because it says we can sit down and amend it at any time, but we're not going to keep our word. Now we can change it whenever we feel like, then you cross through paragraphs and things that have zero reason to be pulled out other than you want control. You would rather have control then be safe.
James Preusser	That is not true.
Mark Richard	Of course it's true. And who would rather win this debate and win these negotiations, then to say: I want my 14,000 educators to have confidence that we're joint stakeholders. This, we propose language that you all agreed to. So let's take a look at some of that...
James Preusser	Hold on, I'm going to respond to that. Let me respond....

Wendy Doromal	He is not through. Mark, can you say “done talking” so Jim can? Then I will. And I think we need to go to caucus.
James Preusser	I need to respond to that...
Wendy Doromal	I need a copy of that proposal right now.
James Preusser	Wendy, I will hold my time to respond until Mark is done, I get to speak to that comment that he made, go ahead, Mark.
Mark Richard	<p>You take things like bargaining unit required to conduct home visits. You say this thing about flexibility, I want all the social workers watching to know, it's just going to start sending you into homes. Now, they don't even let the Grub Hub guy go in, the Postmates guy, what is going on here? You signed that before. Bargaining unit meetings will be conducted with social workers by IEP's by “where feasible”, virtually.</p> <p>That worked fine when the virus wasn't this transmissible pre-Delta. Now you're saying no, you're saying no to things that you agreed to. So this is why you'll see more resignations coming tomorrow. Tell the public how many unfilled teaching positions we have, we want to be partners with you, but partners doesn't mean you sit there and cross all the things out that you agreed to before, and put in a little box the word flexibility.</p> <p>The virus doesn't give you flexibility. Being put on an intubator and being intubated isn't flexible. Being put on your belly so you can breathe isn't flexible. We want the confidence that we have a real partner who's not as interested in control as they are in safety. And we have language that you all agreed to that worked.</p> <p>You never even came to us in the last year and said some of the things we've agreed to didn't work. We nary heard a word, and the first we're hearing that it's rejected is today at 2pm Eastern time on Monday, August 3. That's the first time anyone's called us and said we didn't have our flexibility, our hands were tied, more kids got COVID.</p> <p>The parents didn't do that. So if we need a volunteer at the school, and they're essential it says non-essential. So they would be able to visit because it's essential to come on, during these kinds of numbers.</p> <p>Between now if you're proposing December, you don't want someone else coming into the school that's not essential. Nobody does. There's no doctor in the world that's telling you this. And so it's this is, go ahead, Wendy, this is beyond unbelievable.</p>
James Preusser	I think it's my turn. So let me know you guys aren't going to go side by side, I get this response. Okay, sure it's only fair.
Mark Richard	Sure..
James Preusser	So, is it the Union's position that because the District, gave a counter proposal you like to use the word rejection, which is not true. We're in bargaining, and you know it's a counter proposal. So just because I gave a counter proposal today doesn't mean that we can't continue to talk about it and potentially come to an agreement.

	<p>You act as though, because the District's struck through something and because I don't agree to every single word that you propose, that the District is doing something wrong. We are in discussion, we are in bargaining. I gave you a counter proposal. And the reason I presented the proposal today to you is because I have the right, and the opportunity, to put our position for it, and you can disagree with it and that is fine. I don't have a problem with that. And yes, Mark, the District does need more flexibility because this COVID-19 is changing every single day, and you know that it is, and there are things that the union has put in agreements before, where they said well no, that's what it says and you have to agree to. So don't tell me that the union would come back to us and say oh no, we'll come back to you and talk about that because it's changed. That is not true, and it is not accurate. And I feel as though the union is trying to make it sound as though the District has not tried to work with you, because we have. I'm giving you a counter proposal today. If you don't like it, counter back. Tell me. Hold on, tell me that's an unacceptable item, and we'll take it back. We're bargaining and bargaining today, tomorrow and Wednesday. Please, we can keep talking about it, this unless you're going to tell me that you can't agree to any of my proposal.</p>
Wendy Doromal	<p>Excuse me. First off, I want to make it clear that "you", you, Jim Preusser said "you" needed our proposal so you could give us a counter proposal before this meeting. You did not, you never do. I can't trust you. I don't trust the District. Every single place in the counter proposal that the word flexible appears. You can just cross that out and put control, because that's what it is. The District wants to mandate and control. It never wants to bargain in good faith. I have never seen it in the last two years, and I would like to go to caucus. I would like to read this. I want the opportunity that you denied me. Even though you promised to get it before this meeting, I want to be able to read it.</p>
James Preusser	<p>Okay, we'll send it to you. We'll go to caucus.</p>
Mark Richard	<p>Let me add one thing, Jim. Yes, you have the right to counter, but you know what, if we were negotiating over a house on fire, and your counter came back, "I'll give you a squirt gun", when we needed hydrants and hoses, that's what you're doing.</p>
James Preusser	<p>That is the same example you gave last time.</p>
Mark Richard	<p>You said you weren't going to interrupt me?</p>
James Preusser	<p>Just go to caucus, we are going to go to caucus.</p>

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 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.

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 ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

Health and Safety

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed by the parties in writing. The District will also consider the recommendations of 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 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

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.

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. Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand

the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.

5. If an employee is sent home due to COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Once employees have exhausted all available leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.
6. The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.
7. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.
8. Bargaining unit employees will have the option to virtually attend any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email.
9. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

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

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

The District will provide face shields 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, the District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

10. Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.
11. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.
12. As recommended by the CDC, all individuals over the age of 2 must wear masks indoors given that the District serves children under the age of 12 who are not currently eligible for vaccination, and given that proof of vaccination is not required for those who are eligible.

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

13. Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.
14. Teachers will be allowed to have air purifiers in their classrooms or offices.
15. The District will require each school to establish protocols, including physical guides and signage, to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to,

signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District.

16. All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.
17. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.
18. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.
19. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.
20. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.
21. Live stream instruction and cameras in the classroom are not permitted.
22. Hybrid instruction is not permitted.
23. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
24. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement.

25. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.
26. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.
27. Teachers will not be penalized for choosing to maintain 6ft distance and will not be marked down in their evaluation for not walking around the classroom if doing so would violate 6ft distancing.

Terms and Conditions:

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

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

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

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

Duration:

This Memorandum shall commence effective from August 2, 2021, and shall sunset on May 27, 2022, unless otherwise mutually agreed to by the parties in writing.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

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 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 ~~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.

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~~ will have ~~ten (10)~~ three (3) 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 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 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

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

~~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.
 - 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.~~

Adopted and incorporated in other District protocols
 - b. ~~Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick-up plan.~~
 - c. ~~Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" " may be utilized for this purpose provided the OCPS immediately updates all incidents.~~
 - d. ~~Following CDC guidelines on how to disinfect the portions and/or all of the buildings as necessary if someone is symptomatic and/or COVID-19 positive.~~
 - e. ~~Closing out areas used by the person who is symptomatic and/or COVID-19 positive.~~
 - f. ~~Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.~~
 - g. ~~Preparing for targeted school closures where necessary.~~
 - h. ~~If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.~~

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

4. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. ~~Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.~~

Need flexibility to respond to changes with the pandemic; limits School Board authority to pivot as changes occur
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 up to fourteen (14) calendar days 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.

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

Governed by statutory and administrative rules
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.~~

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.

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.

Conflicts with
Article VII.L.

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

Negatively impacts ability to effectively address student social/emotional needs

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.

Negatively impacts ability to effectively address student social/emotional needs

12. ~~As recommended by the CDC, 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, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect of frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.~~

Adopted and incorporated in other District protocols

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. Physical distancing will be observed, where feasible. Appropriate signage will be distributed to schools.~~

Adopted and incorporated in other District protocols

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.~~

Increased number of students returning face-to-face; must comply with statutory class size requirements

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~~

Increased number of students returning face-to-face will not allow additional transition time and maintain state-required instructional minutes

~~practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.~~

18. ~~Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.~~

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.

22. ~~Hybrid instruction is not permitted.~~

Not eligible for 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.~~

No need to restate contract language or lesson plan settlement

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

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.~~

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, unless otherwise mutually agreed to by the parties in writing.

Limits School Board authority to pivot if necessary

For School Board of Orange County, Florida:

For Orange County Classroom Teachers Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President