

# MINUTES

CTA CBLT

Via Zoom

June 30, 2020

## In Attendance

Nicholas Anderson	CTA	Farrah Hawkins	CTA	James Preusser	District
LeighAnn Blackmore	District	Matthew Hazel	CTA	Maribel Rigsby	CTA
Albert Davies	CTA	Alex Heidelberg	District	Ladara Royal	CTA
Wendy Doromal	CTA	Clinton McCracken	CTA	Elizabeth Silva	District
Gloria Fernandez	District	John McHale	District	Mary-Grace Surrena	CTA
Ian Gesundheit	District	Megan Oates	CTA	Stephanie Wyka	District

## Additional Attendees/Guests

John Palmerini	District	Mark Richard	CTA	Krista Russell	District (Notetaker)
Lucia Piva	CTA				

## Minutes

<b>Jim Preusser</b>	Wendy are you ready to start?
<b>Wendy Doromal</b>	I think. But I don't see Mark on the call.
<b>Jim Preusser</b>	We can wait a few minutes.
<b>Lucia Piva</b>	Mark is trying to get in the meeting.
<b>Wendy Doromal</b>	We are ready to broadcast now
<b>Jim Preusser</b>	Good Morning Wendy, CTA, thanks for meeting with us today. I know you sent us two proposals, they are lengthy and we would like to hear the information. However we had four proposals last time, we have not changed anything. There is a new proposal we would like to share. And, we have provided the answers to your questions.

<b>Wendy Doromal</b>	<p>I would first like to make an opening statement. CTA must take a moral stand to firmly object to opening schools this summer and fall. OCPS is endangering lives by teaching in school buildings rather than distance. The CDC recommends 14 days of decline. But, instead of a decline, it has exploded. The state is still opening and Governor is mandating for school to open. This is politically motivated and OCPS is falling in line. Is this responsible, is it safe for students, parents and community? CTA says no. This decision must not be made according to a political agenda or an economic agenda. During our CTA town hall, out of 2100 participants, the majority do not want schools open in July or the fall. We asked these questions:</p> <p>Do you think it is safe to open: 90% no. Should all teachers, staff and students wear masks: 90% yes. Should schools temporarily close and be deep cleaned if there is a case of COVID-19...88% yes.</p> <p>The district has failed to provide responses to certain questions. How can we believe that the district is prepared to open?</p> <p>Teachers shall not be disciplined when they refuse to work in an unsafe or hazardous situation or when it is a danger to their health: Article VI. Section K. We are concerned about the safety and health of every person. (See Appendix A)</p>
<b>Jim Preusser</b>	Thank you Wendy. Does that conclude your comments?
<b>Wendy Doromal</b>	Yes.
<b>Jim Preusser</b>	<p>As you are aware the School Board has not made any decisions yet about reopening. There is a Work Session on July 7 and Board Meeting on July 14. Information will be shared with Board on July 7 about the think tank comments and the workgroups. The session on the 7<sup>th</sup> starts at noon. I will be participating on behalf of my sub group-Workforce. Dr. Pino will be there as well to provide information and to answer questions from the Board. I will not be able to respond to your proposal today because the Board has not yet made a decision. When they do, I will be able to discuss and offer counters. At this point we are happy to hear your proposal and will share it with the Superintendent and Deputy. I don't have questions now, but I will later.</p>
<b>Wendy Doromal</b>	You cannot say you are not reopening schools when you are opening schools now in July for summer school, ACT exams, PERT exams, etc. This is a misunderstanding.
<b>Jim Preusser</b>	The MOU is specific to July only.
<b>Wendy Doromal</b>	No, I am talking about ours.
<b>Jim Preusser</b>	Our proposals have not changed. Several teachers and employees, some in your membership, want to come back and work. This is about health and safety similar to your other agreements. I know you think things have changed, but these are situations where employees have come to the District and have said they want to work this summer
<b>Wendy Doromal</b>	I would like to see the names. And you have another proposal of ours that you have not responded to.

<b>Mark Richard</b>	It is the one from June 22. You said you would respond by Friday and you have not. It would be nice to know that you all believe in the CDC guidelines.
<b>Jim Preusser</b>	I know you are talking about the Principles, but there are things in there that need a Board response. There are things in the CTE MOU and Psychologist MOU that are in these proposals. You signed off on those. These proposals are the same. We believe we have incorporated safety measures in the proposals.
<b>Mark Richard</b>	That is a non answer. There is something going on here. You never engage. You won't engage your video on the Zoom call. You said you would have a response on Friday. You did not.
<b>Jim Preusser</b>	I said I am holding. That is a response.
<b>Mark Richard</b>	We know a couple of things. None of us knows all there is about this virus. All the political views from Tallahassee are wrong. We have death to permanent chronic illness and recovery. We know you are not ready yet, but psychologists have to go in tomorrow. They have not been given PPE. Sure, you will have temperature checks, but the psychologists will be mingling with 20 or more people while they are waiting for their check.
<b>Jim Preusser</b>	You are blending my response and that is not appropriate.
<b>Mark Richard</b>	People have to go into work tomorrow. They can't use leave. Your school psychologists are confused and have fear.
<b>Jim Preusser</b>	You have had my proposals for eight days. When are you going to respond?
<b>Mark Richard</b>	You are not my boss and turn on your camera. The intensity of these talks do not match what is going on outside. Things are blowing up out there.
<b>Jim Preusser</b>	You know the School Board is meeting on July 7 and 14. They have not had an opportunity to hear and see the information. We will have Dr. Pino there to answer questions. I am not going to object to your proposals.
<b>Mark Richard</b>	No, it's not.
<b>Jim Preusser</b>	I don't want to go back and forth. Let's hear your proposal. We have the four proposals on the table.
<b>Wendy Doromal</b>	Can we review them now? I would like to address them anew. You say nothing has changed, everything is sky rocketed!
<b>Jim Preusser</b>	You asked us 30 different questions and we have answered. We sent them yesterday. It takes us time to answer. We have to ask many different people.
<b>Wendy Doromal</b>	We will go over the answers after you review the proposals.
<b>Jim Preusser</b>	LeighAnn will go over each one and the new one.
<b>LeighAnn Blackmore</b>	Proposal 7 is the ESY for ESE. Teachers would volunteer to provide face to face instruction. Instruction will be hand over hand with possible restraint. Temperature checks daily. Protective face coverings within 6 feet. They will be provided hand sanitizer, gloves and cleaner. (See Appendix B)

<b>Wendy Doromal</b>	I want to address some of this. I have heard from an ESE parent. She thinks the district is subjecting the most fragile students to a test run. An award winning ESE teacher is concerned about temperature checks on the bus by other parties. You do not say who is going to do the temperature checks. The questions are very vague. What is the “trained district designee” and is it a nurse?
<b>LeighAnn Blackmore</b>	There are three types of health service providers; School Health Assistant, LPN and RN. The IEP of the student determines the level of service so we cannot tell you how many of each until we see the IEPs.
<b>Wendy Doromal</b>	You are not prepared.
<b>LeighAnn Blackmore</b>	We are reviewing now.
<b>Wendy Doromal</b>	So how many weeks do you need to review? How many students will there be in July classes broken down by category per MOU? Do you have an answer? How many of those have IEPs?
<b>Ian Gesundheit</b>	200 students will be coming that have IEPs.
<b>Wendy Doromal</b>	How many said no?
<b>Ian Gesundheit</b>	That I don’t know. The results of the survey were the ones that said yes.
<b>Wendy Doromal</b>	200 students out of 24,000 students. Doesn’t that prove that parents don’t want to be there? Who is going to do temperature checks? What if the students don’t want it?
<b>LeighAnn Blackmore</b>	We gave you information about the process.
<b>Wendy Doromal</b>	Are you suggesting that members of the bargaining unit will be taking temperatures? Will you go over the guidelines? Do you have teachers for all these students?
<b>Ian Gesundheit</b>	I will have to ask the principals. 24,000 students don’t qualify for the extra summer school. I will give you the answer.
<b>Wendy Doromal</b>	How many ESE students in June?
<b>Ian Gesundheit</b>	I don’t know I will get that number to you.
<b>Jim Preusser</b>	I assume you have sent the information to Wendy?
<b>LeighAnn Blackmore</b>	Yes, I am trying to find the email.
<b>Wendy Doromal</b>	Let me find the email.
<b>Jim Preusser</b>	Shall we go on to Proposal #8?
<b>Mark Richard</b>	One more question on #7. With regards to masks, it says as needed. Seems you only put that phrase on masks and face shields? What does it mean?
<b>Jim Preusser</b>	We understand that employees have their own masks. If they forgot it, we can provide one. If an employee needs one, we will provide it.
<b>Mark Richard</b>	If an employee has one but asks for another would they get one? Is it up to the employee?
<b>Jim Preusser</b>	The employee will get a masks if they need one.

<b>Wendy Doromal</b>	What grade masks will they get? Some students have medical issues. Would they get N-95s?
<b>Jim Preusser</b>	We will get back to you on that. We will provide face shields because teachers will need to get close to the student.
<b>Wendy Doromal</b>	They will need Level 1 and N95 masks to keep students safe.
<b>Jim Preusser</b>	I will get back to you on that.
<b>Mark Richard</b>	Some students may need a different mask or may even not have one.
<b>Jim Preusser</b>	There are some students that may not be able to wear a mask. We are not going to force a student to wear a mask. Especially if they have medical issues. We will highly recommend masks.
<b>Mark Richard</b>	Let's say a 2 <sup>nd</sup> grader won't wear a mask, there will be no way to make them?
<b>Jim Preusser</b>	We are only focusing on ESE students at this time. But I understand your point.
<b>LeighAnn Blackmore</b>	Proposal #8. Screening activities for students. Temperature checks, face coverings as needed, face shields, hand sanitizer, wipes and cleaner, and custodians will clean daily. (See Appendix C)
<b>Jim Preusser</b>	So Wendy, the proposal is very similar to the others. We included face shields per your request.
<b>Wendy Doromal</b>	What training the janitorial staff has had to clean for these diseases? Will additional staff be hired?
<b>Jim Preusser</b>	We can get the information from Custodial Services.
<b>Wendy Doromal</b>	Have you increased the staff? My room was not cleaned well before COVID. They just emptied wastebaskets. And staff was laid off.
<b>LeighAnn Blackmore</b>	There was no lay off this year of custodial staff.
<b>Wendy Doromal</b>	This has happened over the course of ten years or more.
<b>Jim Preusser</b>	We are not aware of reduction of staff. We will look into if there has been more hired. We will get the custodial protocols to you. We have other employees returning since May.
<b>Wendy Doromal</b>	Are deaf hard of hearing student screenings, one on one, in a particular place, in particular sites?
<b>Ian Gesundheit</b>	One on one.
<b>Wendy Doromal</b>	How will schools be handling things brought from home? How will you know those things will have been sanitized?
<b>Ian Gesundheit</b>	Are you asking about one or one situations, or in general?
<b>Wendy Doromal</b>	I am talking about summer school. Teachers have not been identified for summer school.
<b>LeighAnn Blackmore</b>	I will have to get that answer to you from our safety team.
<b>Wendy Doromal</b>	Ok.

<b>LeighAnn Blackmore</b>	#9. General summer school. Teachers will volunteer. There will be temperature checks, masks provided as needed, etc. (See Appendix D)
<b>Wendy Doromal</b>	How many students?
<b>LeighAnn Blackmore</b>	I don't have that number
<b>Wendy Doromal</b>	I need those numbers. How many teachers?
<b>LeighAnn Blackmore</b>	Classes will begin Thursday July 9 and continue to July 23.
<b>Wendy Doromal</b>	I don't think the District is prepared with a little more than a week out. Too many question marks to think this is a safe situation.
<b>Jim Preusser</b>	We will get you those answers. It may be readily available. We are happy to get those details.
<b>Wendy Doromal</b>	Have parents been notified of the policy and procedures in place?
<b>Jim Preusser</b>	Please put all your questions in writing.
<b>Wendy Doromal</b>	My concern is that we are asking these questions because we have to get answers to the teachers and community. If it takes a week to get the answers and teachers going back tomorrow we will have no answers.
<b>Wendy Doromal</b>	It is an unnecessary endeavor for the school psychologists to be at schools when they have no students and can do it from home. There was a question about using leave.
<b>Mary Grace Surrena</b>	We are concerned about the fact that we were told that if they have sick leave they can take it, but those that don't have sick leave have been told that the sick leave won't be in there balance until August.
<b>LeighAnn Blackmore</b>	I need to know who told them that information.
<b>Mary Grace Surrena</b>	The department that handles leave.
<b>LeighAnn Blackmore</b>	That would be payroll. I need to know who that was.
<b>Mark Richard</b>	All the predictions that we have received from leaders have turned out to be wrong. Health officials were right. Florida did spike, they are the next Italy or New York. Then we hear you say that the School Board is going to meet later in July. But the psychologists have been told to take a sick leave day. They are being told there will be a temperature check. We don't know how many will be at a school. They have not been issued their PPE and told to go in anyway. We don't know where the temperature check will be. They may be given separate rooms, but don't know how to pass in the hall ways. They don't know what to do if someone is not masked. They don't know how to use the restrooms. They have to be there for 10 hours. They are asking through Wendy to not come in tomorrow. The work tomorrow is purely administrative. They can do the work from home. Nothing in the work plan requires them to be at school. And since the School Board has yet to hear information they have yet to make a plan. The psychologists will be very worried tonight and tense and won't sleep. Some are coming home to elderly folks. We are asking can we work this out so they can be told that it's too fast, and can work from home, or secondarily use sick leave.

<b>Wendy Doromal</b>	One thing that is evident through this crisis is to know what is happening in our community. We have a pandemic out of control. When we agreed, we were not in this situation. We ask that you reconsider that psychologists not go to school tomorrow. THERE IS NO REASON FOR THEM TO GO IN!
<b>Jim Preusser</b>	What happens on July 6?
<b>Wendy Doromal</b>	GOSH, JIM. If numbers go down, then we can consider them to go in safely to school. We cannot agree people go to school on these conditions. I will not put people's life a risk. The new MOU that we presented yesterday gives the way to go back to school.
<b>Jim Preusser</b>	We will look at the leave. I want to understand here; we have a signed agreement. But you are asking that the District and the Union mutually agree to not hold to the MOU, to forget about it and to consider what you are presenting later?
<b>Wendy Doromal</b>	We have to be smart and safe. Have to revisit everything for the safety and well-being of our children, staff and employees. We have to be scientific. We don't have numbers and we don't have answers to the questions we have asked.
<b>Jim Preusser</b>	You do have answers.
<b>Wendy Doromal</b>	Not to all.
<b>Jim Preusser</b>	Very few have not been answered.
<b>Wendy Doromal</b>	You are using these students and teachers as some sort of experiment.
<b>Jim Preusser</b>	I take issue with that comment. We can listen to your proposals. My question on the psychologists is what do you want to do? We have multiple facets going on here, July 1 and July 6.
<b>Mary Grace Surrena</b>	A couple of things, today is June 30. Today is the day that the current MOU expires. Tomorrow is July 1, and asking at this point for us to continue to work remotely. There have been multiple days of 3 times as many cases as from two weeks before. We have been told to organize plans and schedule evaluations. We are going to be calling parents tomorrow and don't have anything to tell them in terms of logistics for COVID-19 safety. Consider remote work tomorrow and the rest of the month and we can provide a summary of work accomplished. Psychologists are very scared.
<b>Jim Preusser</b>	Let me address this in the caucus. I will bubble up the returning of school psychologists. LeighAnn, please continue with the next proposal.
<b>LeighAnn Blackmore</b>	Proposal #10. ESE staffing and ESOL compliance specialist. Normal summer activity that they would do in prior years. This MOU has all the safety protocols that the other MOUs have. (See Appendix E)
<b>Wendy Doromal</b>	How many people are you talking about?
<b>LeighAnn Blackmore</b>	I sent you that information yesterday. I am looking for it now. I am sorry, I will have to get you that information. I don't have it and didn't send it to you.
<b>Jim Preusser</b>	And we have one other proposal.

<b>LeighAnn Blackmore</b>	This one is about Marching Band, Athletics and JROTC. The District has developed plans with multiple levels of engagement. Students will be in pods of 10, spaced throughout the campus. There will be no more than two pods per area. The athletics camps will be for Fall sports only. There will be temperature checks prior to each start. Students cannot arrive late, if do, they will be sent home. Face coverings when 6 feet, 10 feet when working with wind instruments. All the same PPE as the other MOUs. (See Appendix F)
<b>Wendy Doromal</b>	Has all of this been given to the instructional participants?
<b>LeighAnn Blackmore</b>	I don't know the extent of the communication at this point.
<b>Wendy Doromal</b>	You think you have people that would actually do this? Considering that athletes and choirs have met and have contracted COVID?
<b>LeighAnn Blackmore</b>	The directors came to the District asking what could be done to be able to hold these camps. So the District researched and provided this plan
<b>Wendy Doromal</b>	Is this all the proposals? I'd like to ask about the testing. I received a memo.
<b>LeighAnn Blackmore</b>	The summer testing memo?
<b>Jim Preusser</b>	It looks like Wendy is trying to log back in. Mark and Lucia, do you want to caucus for a few minutes?
<b>Mark Richard</b>	Not just yet. Can we wait a few moments?
<b>Wendy Doromal</b>	I got kicked out... I am hearing from teachers there will be ACT test administration this summer.
<b>LeighAnn Blackmore</b>	Administering the ACT is their responsibility (the company's). OCPS is only providing the location.
<b>Wendy Doromal</b>	Are members doing the testing?
<b>LeighAnn Blackmore</b>	It is between the person and ACT.
<b>Wendy Doromal</b>	What about the other tests like the Algebra EOC?
<b>LeighAnn Blackmore</b>	The Algebra EOC is one per HS. 1 teacher per 10 students.
<b>Wendy Doromal</b>	Thank you.
<b>Jim Preusser</b>	With that being said, we are ready to hear your proposals.
<b>Wendy Doromal</b>	I would like to go over the questions. (See Appendix G)  1: What is the number of students to participate per the MOUs given on July 22. You said you anticipated 2,100.  Transportation: this is very vague. How are you going to ensure social distancing on the bus? How will it be enforced? Will there be bus monitors on each bus? Kids will get up and move around.
<b>LeighAnn Blackmore</b>	The driver will be responsible for monitoring unless there is a requirement for a monitor per the student's IEP.
<b>Wendy Doromal</b>	What medical experts? Did you consult with DOH, etc. So what did they say? They are not here on this call.



<b>Jim Preusser</b>	I think there will be more information coming from Dr. Pino on July 7.
<b>Wendy Doromal</b>	Here is the key. We can hear but not speak at the workshop.
<b>Jim Preusser</b>	I have not spoken to medical experts but I know that Dr. Pino will be participating in the Board Work Session on July 7.
<b>LeighAnn Blackmore</b>	There have been ongoing conversations with medical experts and district administrators.
<b>Wendy Doromal</b>	Find out who has been talking with us and who has been talking with them.
<b>Ian Gesundheit</b>	We have been speaking with Dr. Adriana Cadilla from Nemours Children's Hospital at Lake Nona.
<b>Wendy Doromal</b>	What did this doctor tell you?
<b>Ian Gesundheit</b>	She gave us some recommendations. She has worked with other districts. There may be some changes. Dr. Pino would review protocols for us.
<b>Wendy Doromal</b>	You have emails?
<b>Ian Gesundheit</b>	No emails, just a conversation with him and our department.
<b>Wendy Doromal</b>	I am concerned with recess and social distancing. To what extent is this possible? How will common books be sanitized? Teachers wipe with soap and water? It says in our Contract that teachers don't clean. You expect us to clean?
<b>Jim Preusser</b>	This is specific to working July 1-30. Based on how we answered this, you seem to think this is going to be the way for reopening. We addressed the questions from CTA for the summer only.
<b>Wendy Doromal</b>	I don't accept this answer. It is unsafe. We totally disagree with breaking the Contract.
<b>Jim Preusser</b>	We follow the Contract and if you don't think we do we can discuss it.
<b>Wendy Doromal</b>	Question #15: temperature checks. Principals have SOPs. I don't have that.
<b>LeighAnn Blackmore</b>	Yes you should, I emailed it at 10:10 am.
<b>Wendy Doromal</b>	Who will be doing the temperature checks? Members of our bargaining unit?
<b>LeighAnn Blackmore</b>	Staff at the school. Not bargaining unit members. This is in the email I sent to you as well.
<b>Wendy Doromal</b>	Will this be sent to parents?
<b>LeighAnn Blackmore</b>	I don't know how Safety will distribute the SOP.
<b>Mark Richard</b>	Employees won't be 6 feet away when taking temps. If not students, what about the other employees? We care about all employees. What will happen if the employees are not comfortable taking the temperatures?
<b>Jim Preusser</b>	We will take this on a case-by-case basis. They can certainly talk to the supervisor. We respect the willingness and the issues the employee might have. We would expect them to tell their supervisors.
<b>Mark Richard</b>	Who will be asked to take temperatures?

<b>Jim Preusser</b>	If it involved the OCCTA, we would talk about it. If it is administrators, we would try to use them as much as possible to be consistent and the same people would be conducting the temperatures all the time. I don't know which job family will be taking the temperatures.
<b>Wendy Doromal</b>	Are you sure that every building is taking temperatures?
<b>Jim Preusser</b>	I was just talking about the RBELC.
<b>Wendy Doromal</b>	This is a problem I have, you can only speak to what you know. You don't know how busses will be proctored.
<b>Jim Preusser</b>	We provided an answer.
<b>LeighAnn Blackmore</b>	If you know which schools are not doing temp checks, please let us know. We need to know.
<b>Wendy Doromal</b>	Question #16: You say there will be two rooms for the clinic. The SHA or designee will run the clinic. Who are they and what are their credentials?
<b>LeighAnn Blackmore</b>	It will be RN's, LPNs and School Health Assistants.
<b>Wendy Doromal</b>	Where does it say nurse in the document?
<b>LeighAnn Blackmore</b>	I believe the nurse is the trained district designee.
<b>Wendy Doromal</b>	I need that clarified.
<b>Jim Preusser</b>	We will clarify.
<b>Mark Richard</b>	What happens if a student presents with a sprained ankle or cut, not COVID related? Is that student isolated from the student with COVID-19 symptoms? What we are seeing now in ERs is that patients are cross contaminating each other. Nurses and doctors do not take the time to triage and separate. Patients are giving to each other in the hospital setting. Are we segregating the students, will they be six foot away regardless of capacity? What are the mechanics of separating and distancing?
<b>Jim Preusser</b>	Lots of questions there. Please include these questions in your list you are sending to us via email.
<b>Wendy Doromal</b>	Question #17: How many schools have nurses? This was not answered. Will there be nurses at every school location? I need that answer. How many are contracted by the district for children with special needs?
<b>Jim Preusser</b>	That's a more specific answer and we can get that for you.
<b>Wendy Doromal</b>	You need to understand something here. These questions were asked last week. School is starting next week. These questions are from ESE parents and they want these questions answered. I am looking to OCPS to uphold the extreme health issues of each individual. July is tomorrow.
<b>Jim Preusser</b>	We understand.

<p><b>Mark Richard</b></p>	<p>I want to go back to the principles for a moment. Our national and state and local leaders and the superintendent were on a teleconference; there was a spirit in that phone call that was the exact spirit of OCCTA. We need partnership driven by science and civility, no defensiveness and intellectual honesty. Health and safety is paramount for all employees, for students and visitors and when students go back home.</p> <p>Mark begins reading the MOU on Guidelines from June 22. (See Appendix H)</p> <p>Wendy was not given a chance to speak at the July 7 school board workshop meeting. This goes against the guidelines we stated on June 22. She should have a permanent spot with which to speak.</p> <p>Can we have a binding covenant that these things can be addressed in these seven areas?</p> <p>For us to not get agreement to this is startling to us. There is not even a redline push back. We will be putting this out in the next 24 hours, for people to sign. We are resubmitting this for you to sign, and we don't think there should be much wordsmithing. We would like to have a response by close of business today. We are not sending anyone in to schools unless we get an agreement on this. We won't come to a conclusion unless we can agree to these Guidelines.</p>
<p><b>Jim Preusser</b></p>	<p>The proposal you sent last night has the specificity that I referenced. It is what I was looking for. I would like to hear the other proposals. I can take this back to the Superintendent and the Board. I have sent this to leadership.</p> <p>About not being able to speak; I do know Wendy and several members all had the ability to weigh in on the subgroups. It may be indirect but it is being provided to the Board. The Board will be taking public comments during the July 14 meeting. I understand what you are saying. All the information on my subgroup including what both the Presidents provided will be shared with the Board.</p>
<p><b>Wendy Doromal</b></p>	<p>In this particular workshop, we can have no comment. I will probably have Zoom call so teachers and the community can comment. I find this mind boggling.</p>
<p><b>Mark Richard</b></p>	<p>If the district goes forward and regulates these groups on public comment, shame on them. It's just a show of control. They are saying "Get in line to have a voice" when they are the elected people. In Broward every single decision is dealt with before we have to claw our way in.</p> <p>We are asking two things: We are asking officially for our President to not have to ask to give comments, but to be a part of the session. Yes or no, and from the Superintendent and School Board Chair.</p> <p>Prior to the reopening of schools, we agree to address these seven principles with specificity. If not, then we won't open schools.</p> <p>Think of what is happening, we have been told we have input, but there is a lack of stakeholder participation, no voice for the staff and community. If not in it from the ground up, with a joint approach, we are worried.</p>

<b>Jim Preusser</b>	I don't completely agree with your assertion. We have allowed participants in sub groups. There is a voluminous amount of information including from the community. The Board will hear that information on July 7. I will take the ability for Wendy to speak back to the Board. I know you want an answer on the first, but I want to hear the two proposals today. You get into the details and specifics. That's what we need.
<b>Mark Richard</b>	<p>1<sup>st</sup> MOU: Not following these guidelines has proven deadly.</p> <p>There are six gating criteria: The criteria to meet in Phase I, 2 and 3.</p> <p>Our MOU says you will follow these guidelines. At this point we can't even meet the first for Phase 1.</p> <p>Schools should not reopened live until Phase 2 and an agreement with CTA and buy-in with stakeholders that process is fair and open. Reopening will be gradual.</p> <p>We would be elated if this were signed today or tomorrow.</p> <p>All three would have to be agreed upon: Principles, Gating, Granularity of the next MOU. (See Appendices I and J)</p>
<b>Wendy Doromal</b>	We would like to share what teachers and parents have said to us.
<b>Clinton McCracken</b>	<p>I have two emails, the first is from a Nurse who is also a parent..."I am extremely reluctant for schools to open with all these new cases. Teachers are in high risk group. I am worried about my safety going back in August. Please postpone until the worst of this passes."</p> <p>Another nurse/parent: "There is no way to ensure that students and faculty will be safe from exposure."</p>
<b>Albert Davies</b>	I have an email from June 18, a teacher is concerned with contracting COVID-19. Students are not going to be able to keep social distancing.
<b>Farrah Hawkins</b>	I have two emails from teachers: "I have asthma, very hard to go back to school and not know what is going on. I have a baby and parents over the age of 65 who take care of my son." Email from 2 <sup>nd</sup> grade teacher: "I am afraid to go back to school in August."
<b>Maribel Rigsby</b>	An email from a teacher: "The virus has been one the scariest things I've ever gone through. Safety should be the first consideration. Kindergarten students won't be able to wear masks and maintain social distance."
<b>Megan Oates</b>	My email: "I am concerned about being in the classroom while pregnant. Are we prepared in a manner to preserve life, or are we going to go with economic concerns and be a babysitter?"
<b>Ladara Royal</b>	My email: We have a lack of teaching staff. I am afraid we can't meet social distancing guidelines in classrooms. Already had overcrowded classrooms in previous years."

<b>Matt Hazel</b>	<p>First email: "I am scared. I am a Type 1 diabetic, should I try to find a job at the virtual school? Find another job?"</p> <p>2<sup>nd</sup> email: "Small children can get COVID-19. Small children can't social distance. How many need to fall ill before the Board realizes that keeping schools closed is the thing to do?"</p>
<b>Mary Grace Surrena</b>	<p>My email: "The MOU provides for bare minimum safety requirements. COVID-19 cases are rising for children. "</p>
<b>Wendy Doromal</b>	<p>Lucia will speak to the next MOU.</p>

This MOU address best practices for gradual reopening of schools. Principles and Ground rules are incorporated in this document. There are place holders for other topics that will have to be addressed later.

**Health and Safety:** the language comes directly from CDC guidelines. The 2<sup>nd</sup> paragraph is about transportation to school.

- Staggered arrivals and departure. Social distancing, etc.
- Temperature checks before getting on the bus and at school before entering the building
- Bargaining unit employees not required to conduct health checks
- Limit nonessential school site and classroom visitors
- Update emergency plans and contact tracing. Training for teachers, etc.
- High risk employees may choose a remote assignment
- Symptomatic or COVID-19 positive employees and students required to stay home.
- No leave deducted because of COVID-19 related issues
- Waivers for making up lost instructional time related to COVID-19
- No waiver required by the employee to hold the District harmless
- Meetings will be virtually
- Adequate equipment, bargaining unit employees are not to clean
- Face coverings should be worn; District establish policy for face coverings, what to do if not worn
- District implement guidelines and schedule for increased routine cleaning
- Guidelines for changing classes, directions, signage, physical markings
- Class sizes reduced for physical distancing

*Lunch is a place holder*

- Communicate health and safety practices to parents, students and employees
- District will implement plan to support wellbeing and mental health of students and employees
- Employees not required to enforce student adherence to hygiene practices, social distancing, etc. Employees not disciplined or held accountable for enforcement

*Mechanisms to Monitor and Enforce is a placeholder*

- Employees may refuse to work under conditions they believe pose a danger to their health and safety until conditions are resolved. Per Article VI. Section K

**Training:**

- District will provide sufficient training for employees on proper safety protocols, etc.
- Parties will work together to structure adequate planning days and training time required by the MOU
- Professional development will be made available online for completion of requirements for recertification

11 More placeholders

	<b>Terms and Conditions</b> <ul style="list-style-type: none"> <li>Establish best practices, etc.</li> </ul>
<b>Jim Preusser</b>	Thank you for the comments from your team members. Were they the ones you emailed to me?
<b>Wendy Doromal</b>	We haven't had time to scan all the comments. We asked you for comments from the OCPS website. We are still waiting for that.
<b>Jim Preusser</b>	<p>I will send them to you.</p> <p>This is a comprehensive proposal. Need to caucus for a few minutes.</p> <p>Will you be responding to our proposals?</p>
<b>Wendy Doromal</b>	This proposal is for if or when school reopen. We are looking far down the line since there has not been a 14 day decline for the safe reopening of schools. It is not safe right now.
<b>Jim Preusser</b>	I responded to the first MOU by holding. There has been no decision from the Board on reopening schools. The Board has not yet had a chance to visit all the information from the workgroups. They will hear that on July 7. You are asking me to agree to proposals from the Union with no decision from the Board.
<b>Wendy Doromal</b>	Let me clarify. The District has a management right to write a plan. We have a right to bargain that plan. But yet we keep hearing about all these plans, the band plan, the coaches' plan, and they have already met with administrators.
<b>Jim Preusser</b>	You are blending.
<b>Wendy Doromal</b>	Not blending! When you enter a building, you enter a building!
<b>Jim Preusser</b>	<p>Our proposals are about volunteers that are coming back in July. The proposals that we have presented are for people who have an interest in coming back. We have put together health and safety parameters to keep employees as safe as possible.</p> <p>I'd like to bifurcate. The opening of schools is a different matter. There has been no decision from the Board as to what it will look like after July. I understand your position and hear you. You don't want to separate the two issues. These are people who want to come back during July and we have to have some guidelines.</p>
<b>Wendy Doromal</b>	Your School Board agreed to return to face to face for two weeks in July and schools opening for services.
<b>Jim Preusser</b>	<p>That is not what I am saying. The School Board has not finalized for the new school year. We have had employees coming to administration to volunteer to work during July and we have a need for students to come back for services. We have an obligation to support these students. We are trying, for the July work, to address the needs for students and for teachers who volunteer. An example is the CTE MOU. Teachers told us that students needed to come back. I know case numbers are going up.</p> <p>School Board has not weighed in for the new school year.</p> <p>You are asking us to look at July differently.</p>

<b>Wendy Doromal</b>	It is my understanding that the District has gone to teachers and asked them to come back. I want to know who has come to you. In regard to question 1 you can't even answer how many teachers will come back to summer school. We are proceeding with a very sloppy plan and it's very dangerous with the increase in cases. You could continue with two more weeks of distance learning. It is obvious that it is district leaders making this decision.
<b>Jim Preusser</b>	That is your opinion. Looking at our next bargaining date July 7, do you want to reschedule?
<b>Wendy Doromal</b>	We need to schedule bargaining every day. This District is endangering lives by having school now in July.
<b>Jim Preusser</b>	Schedule bargaining for July, reopening or both?
<b>Wendy Doromal</b>	Let's talk about July.
<b>Jim Preusser</b>	Are you going to schedule more dates for July?
<b>Mark Richard</b>	Can we do something before then?
<b>Jim Preusser</b>	I can do July 6.
<b>Wendy Doromal</b>	School psychologists will be returning July 1.
<b>Jim Preusser</b>	I will get an answer for you on that.
<b>Wendy Doromal</b>	I want to know why you insist on having Psychologists returning tomorrow! Why can't they work from home?
<b>Jim Preusser</b>	Do you want me to take that back? We do have an agreement. You want me to rescind the agreement just for July 1?
<b>Wendy Doromal</b>	Just July 1, and then we can deal with the rest.
<b>Jim Preusser</b>	I am asking for clarification.
<b>Wendy Doromal</b>	I am pretty sure we clarified Can you meet tomorrow. Thursday?
<b>Jim Preusser</b>	I can meet for a little while tomorrow in the morning.
<b>Wendy Doromal</b>	Can you meet July 2 in the morning?
<b>Jim Preusser</b>	I would have to check. I need to caucus right now with my team. Send me some dates so I can talk with my team and see if they are available.
<b>Wendy Doromal</b>	Come back on the call at 1:30.
<b>Jim Preusser</b>	LeighAnn and I will be back on the call, I have to check with the rest of the team. We can look at dates when we return. I will ask about tomorrow for School Psychologists during caucus and about the sick time.
CAUCUS (From 12:30 PM to 1:37 PM)	
<b>Jim Preusser</b>	I have a couple of answers for you. Specifically with regards to psychologists, LeighAnn?



<b>LeighAnn Blackmore</b>	They do have four days of leave beginning tomorrow. They can't access the SAP portal until July 13. They can just notify their supervisor and they will be able to enter time on July 13. I spoke to the Director of Payroll.
<b>Jim Preusser</b>	In regards to holding off on the MOU that was signed between the parties. Parents would like face to face evaluations of the students/children. These are our most fragile students. We believe that the proposal we signed should stand.
<b>Wendy Doromal</b>	Our proposal is only for July 1, and didn't mention face to face. In fact they will not have students that day. In proposal #11, it doesn't say volunteer anywhere. Are you saying that anyone that doesn't participate in the band, JROTC, or athletic camps will not get their supplement? (See Appendix K)
<b>Jim Preusser</b>	Let me go back to the psychologists. We signed an agreement. We have measures in place to mitigate any concerns you may have. If employees want to take time they can on July 1.
<b>Wendy Doromal</b>	If the building is on fire that you leased, you won't go into it! You won't bring kids in it. Things have seriously changed since we signed that agreement. You have to reconsider. The School Board had no input on this plan. This should be a public hearing on this.
<b>Jim Preusser</b>	These are our most fragile students and parents want face to face.
<b>Wendy Doromal</b>	I don't believe you. The District doesn't even know how many teachers we will need for the ESY and summer school
<b>Jim Preusser</b>	We do have some parents and teachers that want face to face. What is your advice?
<b>Wendy Doromal</b>	It's too dangerous. We need to stay with distance learning. There is no reason for the District to push for face to face at this time. I will oppose this publicly and shout it from any platform I have.  Proposal #11 appears to be for the school year. Will teachers lose their supplement if they don't go in? It doesn't say it is voluntary. How is it summer, please explain?
<b>LeighAnn Blackmore</b>	There are various levels outlined for this plan. Virtual through July 5. Level B-option to return July 6...
<b>Wendy Doromal</b>	Do I have this? Why not? How can I make a decision on this?
<b>Jim Preusser</b>	We can send it to you this afternoon.
<b>Wendy Doromal</b>	I am asking for these documents and those like it before we meet so we can make decisions. Is it voluntary or mandatory?
<b>LeighAnn Blackmore</b>	I do know there is payment for band camp. I will need to check on this.
<b>Wendy Doromal</b>	We can never answer because we don't have the information we need. It is dangerous and reckless for teachers to return in July with the cases going off the charts. We will put those proposals on hold. We can discuss further meeting dates.
<b>Jim Preusser</b>	In looking at the dates, we are meeting already on July 7. I can meet with you on July 9. What time do you want to meet and for how long?

<b>Wendy Doromal</b>	You are going to meet with us the week that people are going to work? You are making unnecessary decisions to report back. There is no reason to report back to work. They said over and over that they can work from home and you are forcing them to go back.
<b>Jim Preusser</b>	We have an agreement and these are our most fragile students. If they don't want to work they can take leave.
<b>Wendy Doromal</b>	Give me names of people on our bargaining unit.
<b>Mary Grace Surrena</b>	Can we add an amendment to the MOU? It is not going to look good if we don't have answers to parent's questions.
<b>Jim Preusser</b>	Leadership given no direction for July 1?
<b>Mary Grace Surrena</b>	We are showing up to buildings at 7 am tomorrow morning. We will be waiting to sign in and get rooms and who knows how long it will take when we could be at home?
<b>Jim Preusser</b>	I will take that back to leadership.
<b>Lucia Piva</b>	The psychologists will have PPE provided to them?
<b>Jim Preusser</b>	Yes.
<b>Mary Grace Surrena</b>	We were told it would be distributed Monday and Tuesday of this week.
<b>Lucia Piva</b>	Didn't the MOU state that they had to have PPE?
<b>Jim Preusser</b>	Yes.
<b>Lucia Piva</b>	Hopefully they will have the PPE there at the schools.
<b>Jim Preusser</b>	I will follow up and tell you today.
<b>Wendy Doromal</b>	Shame on OPCS. This is mean spirited and unnecessary. Not one student will be at the sites tomorrow!
<b>Jim Preusser</b>	Is the union available on July 9? July 7 stays intact. I can meet with you during the morning, but the Board workshop starts at 12:00 noon.
<b>Wendy Doromal</b>	I want every answer this week before the meeting next week. You are always pushing up against the wall.
<b>Jim Preusser</b>	I am available the morning of July 7 and all day on July 9. You pick the time and I will be there.
<b>Wendy Doromal</b>	I can't meet until after 1:30 pm.
<b>Jim Preusser</b>	I will meet with you from 1:30 to 4:30 pm. If we need longer, we can go longer. I will reply to you by email so we can have it in writing. I will get you the information concerning Proposal #11, and about the supplement and the question about School Psychologists using their sick time on July 1 and will send it to you in writing.

# Appendix A



June 30, 2020

CTA must take a moral stand to protect students, employees and our community at large. We firmly object to a dangerous reopening of schools this summer or in the Fall. Based on science and data, under the current community conditions we could be endangering lives if we consented to returning to teach in school buildings rather than continuing with a distance learning model. The CDC recommendations speak to keeping schools closed until there is a consecutive 14-day decline of Covid-19 cases.

Instead of a decline, we have seen the pandemic raging out of control. Thirty percent of our state's Covid-19 cases have been reported in the last week with 9,585 new cases being reported on Saturday. In March, when Florida's Covid-19 cases numbered in the hundreds, schools were mandated to be closed and a stay at home order was issued. This month there is an alarming rise in Covid-19 cases, yet the state is open and the governor is pushing school districts to come up with brick and mortar reopening plans. OCPS appears to be falling in line with his politically-motivated agenda by insisting summer classes shift from the June distance learning model to a brick and mortar model in July. Does this make sense? Is it responsible? Is it safe for students, school employees and the community? Based on the current data, CTA says no, no, and no to these questions.

Decisions must not be made based on a political agenda, an economic agenda or convenience when peoples' lives are at risk. We can make up lost academic progress, but we can never get back a lost life.

Last week CTA sponsored a Tele-Town Hall to discuss the safe reopening of our schools. Responses to polling questions of 2,100 participants indicate that the majority do not feel it is safe to swing the school doors open and return to school buildings in the Fall.

Here are the results:

- Question one - "Do you feel it is safe to reopen schools at full capacity this Fall?" Results: 90% NO, 10% YES.
- Question two - "Do you believe school employees and students should be required to wear face masks as long as there are active Covid-19 cases?" Results: YES -90%, NO -10%
- Poll Question three - "Do you believe schools should be temporarily closed to be cleaned if a school employee or teacher is diagnosed with Covid 19? " YES - 88%, NO - 12%.

At the last bargaining session, CTA asked questions concerning the safe reopening of our schools. Late yesterday we received the responses. I have to say once again the

District has failed to provide complete responses or no response at all. How can we believe the District is prepared to reopen schools in July?

CTA will defend the rights of teachers and uphold our contract which states: “ . . . No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee’s health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention.”

CTA has received hundreds of emails from concerned members expressing concerns for the safety of students, themselves and their family members. We will be sharing some today. We plead with the District to base decisions on safety and health of every person

# Appendix B

**DISTRICT PROPOSAL #7**  
**Extended School Year (ESY) for ~~ESE Students~~ Students with Disabilities**  
**June 22, 2020**

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

This Memorandum of Understanding is made on this \_\_\_\_ day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to provide exceptional student education instructional personnel with the parameters for providing face-to-face instruction during Extended School Year (ESY) during the month of July.

**WHEREAS**, the State has released guidelines for the reopening of schools for 2020 – 2021 school year.

**WHEREAS**, the parties recognize the importance of providing instruction through ESY for our exceptional education students.

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

1. The parties agree that any ESE teachers who volunteers to teach ESY shall ~~may choose to~~ provide face-to-face instruction for students with disabilities ~~ESE students; however, they are not required to do so.~~
2. Due to this the potential behaviors needs of the ESE student population ~~students with disabilities~~, instruction will include hand over hand and possible restraint of the student(s).
3. In case student contact is necessary ~~Based on the foregoing~~, the parties agree as follows:
  - a. Students and Instructional Personnel will be screened via temperature check.
  - b. Instructional Personnel will be provided, as needed, and required to wear protective face coverings when they are within six (6) feet of others.
  - c. The District will provide masks, as needed, goggles, gloves, gowns, hand sanitizer and disinfectant wipes or cleaner.
  - d. Custodial Services will disinfect classrooms daily including tabletops, chairs, bathrooms and water fountain.
4. This agreement shall not waive the Union's right to invoke the protection of the CBA for any other school year.

**DISTRICT PROPOSAL #7**  
**Extended School Year (ESY) for ~~ESE Students~~ Students with Disabilities**  
**June 22, 2020**

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 30, 2020. 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.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

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

President



# Appendix C

**DISTRICT PROPOSAL #8**  
**Diagnosticians for Speech/and Language Therapists, and Deaf/Hard of Hearing and**  
**Vision Teachers Screenings**  
**June 22, 2020**

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

This Memorandum of Understanding is made on this \_\_\_\_ day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to clarify working conditions during the month of July for diagnosticians for speech/and language therapists, and deaf/hard of hearing and vision teachers screenings.

**WHEREAS**, the District needs diagnosticians instructional personnel to perform evaluations/reevaluations for speech and language, deaf/hard of hearing and vision ~~screenings~~ prior to the start of the 2020-21 school year.

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

1. The parties agree that diagnosticians instructional personnel may report to work beginning July 6, 2020, to complete assigned duties; however, they are not required to do so.
2. In case student contact is necessary the parties agree as follow:
  - a. Students and diagnosticians instructional personnel will be screened via temperature check.
  - b. Diagnosticians Instructional personnel will be provided, as needed, and required to wear protective face coverings when they are within six (6) feet of others.
  - c. The District will provide protective shields, face shields, masks, as needed, hand sanitizer and disinfectant wipes or cleaner for diagnosticians instructional personnel.
  - d. Custodial Services will disinfect evaluation rooms daily including tabletops, chairs, bathrooms and water fountains.
3. This agreement shall not waive the Union's right to invoke the protection of these Articles for any other school year.

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 30, 2020. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered

**DISTRICT PROPOSAL #8**  
**Diagnosticians for Speech/and Language Therapists, and Deaf/Hard of Hearing and**  
**Vision Teachers Screenings**  
**June 22, 2020**

originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

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

President

# Appendix D

**DISTRICT PROPOSAL #9**  
**Summer School in July**  
**June 22, 2020**

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

This Memorandum of Understanding is made on this \_\_\_\_ day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to provide instructional personnel with the parameters for providing face-to-face instruction during the month of July.

**WHEREAS**, the State has released guidelines for the reopening of schools for 2020 – 2021 school year.

**WHEREAS**, the parties recognize the importance of providing instruction for select students during the month of July.

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

1. The parties agree that instructional personnel who volunteer to teach Summer School shall ~~may choose to~~ provide face-to-face instruction for select students; ~~however, they are not required to do so.~~
2. ~~In case student contact is necessary~~ Based on the foregoing, the parties agree as follows:
  - a. Students and Instructional Personnel will be screened via temperature check.
  - b. Instructional Personnel will be provided, as needed, and required to wear protective face coverings when they are within six (6) feet of others.
  - c. The District will provide masks, as needed, hand sanitizer and disinfectant wipes or cleaner.
  - d. Custodial Services will disinfect classrooms daily including tabletops, chairs, bathrooms and water fountain.
3. This agreement shall not waive the Union's right to invoke the protection of the CBA for any other school year.

**DISTRICT PROPOSAL #9**  
**Summer School in July**  
**June 22, 2020**

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 30, 2020. 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.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

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

President

# Appendix E

**DISTRICT PROPOSAL #10**  
**ESE Staffing Specialists and ESOL Compliance Specialists**  
**June 22, 2020**

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

This Memorandum of Understanding is made on this \_\_\_\_ day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to clarify working conditions during the month of July for ESE Staffing Specialists and ESOL Compliance Specialists performing compliance work and parent meetings.

**WHEREAS**, the District needs ESE Staffing Specialists and ESOL Compliance Specialists performing compliance work and parent meetings prior to the start of the 2020-21 school year.

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

1. The parties agree that ESE Staffing Specialists and ESOL Compliance Specialists may report to work beginning July 6, 2020, to complete assigned duties; however, they are not required to do so.
2. In case student contact is necessary the parties agree as follow:
  - a. Students, ESE Staffing Specialists and ESOL Compliance Specialists will be screened via temperature check.
  - b. ESE Staffing Specialists and ESOL Compliance Specialists will be provided, as needed, and required to wear protective face coverings when they are within six (6) feet of others.
  - c. The District will provide protective shields, masks, as needed, hand sanitizer and disinfectant wipes or cleaner for ESE Staffing Specialists and ESOL Compliance Specialists.
  - d. Custodial Services will disinfect meeting rooms daily including tabletops, chairs, bathrooms and water fountains.
3. This agreement shall not waive the Union's right to invoke the protection of these Articles for any other school year.



**DISTRICT PROPOSAL #10**  
**ESE Staffing Specialists and ESOL Compliance Specialists**  
**June 22, 2020**

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 30, 2020. 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.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

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

President

# Appendix F

**DISTRICT PROPOSAL #11**  
**Athletics, JROTC and Marching Band Camp in July**  
**June 30, 2020**

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

This Memorandum of Understanding is made on this \_\_\_\_ day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to provide instructional personnel with the parameters for conditioning and training for Fall sports, conditioning and training for JROTC, and conditioning and practice for marching band.

**WHEREAS**, the State has released guidelines for the reopening of schools for 2020 – 2021 school year.

**WHEREAS**, the parties recognize the importance of providing conditioning and training for Fall sports, conditioning and training for JROTC, and conditioning and practice for marching band.

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

1. The District developed plans with multiple levels of engagement for the conditioning and training for Fall sports, conditioning and training for JROTC, and conditioning and practice for marching band.
2. Based on these plans, which the District shared with OCCTA, the parties agree as follows:
  - a. Students and Instructional Personnel will be screened via temperature check prior to each day's activity.
  - b. Instructional Personnel will be provided, as needed, and required to wear protective face coverings when they are within six (6) feet of others, ten (10) feet when working with wind instruments.
  - c. The District will provide masks, as needed, hand washing stations and/or hand sanitizer and disinfectant wipes or cleaner.
  - d. Custodial Services will disinfect classrooms daily including tabletops, chairs, bathrooms and water fountain.
3. This agreement shall not waive the Union's right to invoke the protection of the CBA for any other school year.

**DISTRICT PROPOSAL #11**  
**Athletics, JROTC and Marching Band Camp in July**  
**June 30, 2020**

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 30, 2020. 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.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

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

President

# Appendix G

**RESPONSE TO REQUEST FOR INFORMATION  
Instructional Personnel Working from July 1 – 30, 2020**

1. Please provide us with the number of students who will participate in these July classes, broken down by category per the three MOUs.  
*This information has not been finalized. We are anticipating approximately 2,100 students.*
2. Will students' parents provide transportation to schools or will students be bussed? If they are to rides busses, how will they be sanitized after each route? How will they ensure social distancing?  
*Busses will be sanitized after each route using established CDC guidance. Children will be placed in a zig zag pattern and seated next to a window. Seats will be marked to show which seats are not available.*
3. Will there also be a virtual option for those students whose parents do not want them going into the schools? If so please provide the numbers of students participating.  
*We offered virtual instruction in June. July will be face-to-face instruction.*
4. Will teachers begin instruction where they left off after the initial 4 weeks of distance learning in June or will they be starting fresh?  
*Students will be provided a pre and post assessment, per the CARES Act. We will focus on standards that are the foundation and the priority for 8 days. Assessment and Accountability will provide the assessment.*  
  
*The focus for July 2020 ESY will be for students to continue to work towards IEP goal mastery. In addition, face-to-face related services such as occupational therapy, physical therapy and speech and language services will also be provided for those students whose IEP prescribes such services.*
5. What medical experts have the District consulted with? Have they provided any written reports or advice? Can we get copies of reports?  
*We have consulted with Nemours and DOH. We do not have a written report.*
6. How will meals be provided for during summer school? What is the location the meals will be served –in the cafeteria or classrooms? What is the process for serving lunch, while ensuring social distancing?  
*Meals will be Grab and Go. Each school FNS manager will set up an area for the students in the summer school program to pick up meals. Breakfast can be picked up starting at 7:30 AM to 8:30 AM and lunch can be picked up from 10:30 AM to 11:30 AM. Not all sites will have an FNS staff member working. The schools with no FNS staff member will have to pick the meals up from the café and pass out to the students. The person that will be passing the meals to the students will have to take a training online before passing any meals out. This training can be on July 9th during pre-planning.*
7. Can clear face shields be provided for teachers and students that are deaf or hard of hearing?

Yes

8. If staff needs to buy their own PPE's will the District reimburse them?  
We will provide supplies; however, teachers may elect to purchase their own.
9. How will recess be addressed with social distancing guidelines?  
Our Schedule for students is 8:00 AM - 11:00 AM If recess is provided to students, teachers will apply social distancing guidelines to the extent possible. Class sizes are no more than 10 to 1.
10. How will common toys, books etc. be sanitized each day?  
Custodians do not clean the toys or books used by the children. Since children are likely to put these items in their mouth; our current custodial chemicals would not be recommended. It is my understanding the teachers wipe with soap and water. The District recommends continuing that practice.
11. How many hours of instruction will there be per day? How much planning time? How many breaks? How long for breaks?  
Preplanning for Teachers: July 9, 2020: 8:00 AM -3:00 PM (7 hours)  
  
July 13-23, 2020: Attendance for Teachers (a half hour before and after for planning): 7:30 AM - 11:30 AM: Student Hours: 8:00 AM-11:00 AM  
  
Post Planning: July 23, 2020: 11:30 AM-1:30 AM
12. How many children will be maximum capacity in each classroom?  
10
13. How will classrooms be set up to ensure social distancing?  
Teachers may use their discretion to set up room for the optimal delivery of material. However, desks, chairs and other work stations must be designed to follow the CDC guidance of six (6) feet or greater distances. When teachers are required to be closer than six (6) feet to students, they shall wear a mask, or other appropriate Personal Protective Equipment (PPE).
14. Will students be required to wear masks?  
The students will be required to wear masks while being transported on the bus and during transitions between classes unless a child's disability does not enable him or her to do so. The District is still analyzing issues surrounding the mandated usage of masks in class by students. Students shall be permitted to wear masks if they so choose in class. Students shall be highly encouraged to wear masks when working in groups that are closer than six (6) feet unless the child is unable to do so due to disabilities or medical concerns.  
  
Masks can be mandated for drivers and monitors while on the bus and for teachers, psychologists, paraprofessionals, etc. when social distance from students cannot be maintained. This may include face shields, goggles, gloves, and gowns.

15. When will temperatures be taken? By whom? Where? What is the threshold for returning home?  
Students will have temperatures taken when they arrive at school in the lobby area. Principals have the Standard Operating Procedures (SOP) for conducting these screenings. Principals will select a group of individuals who will manage this process.
16. How will students who become sick or have a temperature be handled? Is there an isolation room in each school? How is it set up and who oversees it?  
Health Services and Safety recommends that the clinic be used for basic first aid, and another room be identified for students who become ill. As in the school year, the School Health Assistant or the Trained District Designee will oversee the clinic.
17. How many schools have nurses? Will nurses be hired for every work location? If not, who will manage sick children or staff?  
As in the school year, the School Health Assistant or the Trained District Designee will oversee the clinic.
18. Will nurses, paras and behavior specialists be reinstated at the same ratios as typically provided?  
For students with disabilities, services will be provided based on the child's IEP.
19. What other visitors will be allowed on campus during July classes? Are there restrictions? What classrooms will be used for summer classes? The teachers? If another room is used will the principal notify the teacher? How will these rooms be cleaned and sanitized each day and after the summer school ends?  
Safety does not recommend visitors to be on campus without making an appointment. Schools should set up appointments and have visitors stay in their car and call when they arrive. Schools will need to have the office waiting room set up with social distance requirements and ensure prearranged that visitors and students do not cluster while on campus.
20. If there are not enough volunteer paras to provide the legal requirement of 1 para per three students, will the classes not take place? What is the plan?  
We will act according to a child's IEP. We will utilize a co-teach model or hire a teacher and para to meet the needs of the students as indicated on the IEP.
21. Will there be specialized COVID training for all employed staff related to health issues, as well as student contact concerns (i.e. During student restraints)?  
On July 9, 2020, we will provide trainings to assist teachers in preparing for students.
22. Since the state accepted the first 4 weeks of virtual instruction as an option for the CARES ACT funding, can there be an option of the last two weeks being virtual, as well? Why have 6 weeks instead of the four?



We don't have written clarification that reimbursement for virtual instruction is an option for the CARES Act funding. We are providing an instructional service to our students and families to support student learning. Teaching summer school is voluntary.

23. Will teachers be provided extra breaks to wash hands, change masks, drink water, use the restroom etc? How many per day?

Standard would be 10 minutes after 2 hours

24. Has each OCPS student received a device?

Not all students have received a device

25. Please provide more information about the high school students being called in for testing, like Algebra tests and PERT. At what schools? How many students in a room? How will social distancing be ensured?

Memo released by Deputy Superintendent on June 25, 2020.

Principals and school test coordinators may begin preparing for the summer 2020 test administration window. An email was sent to summer school contacts that high schools will offer the Algebra 1 EOC Prep Camp and it will be hosted face-to face on high school campuses. With this decision finalized, the Test Development and Measurement department can now move forward with preparing for summer testing. Schools must adhere to the same CDC, state and District guidelines regarding safety and social distancing guidelines contained in the governor's Reopening Florida's Schools and the CARE Act presentation. It is highly recommended that school TSRs be on campus for the three (3) test days to help troubleshoot any technical issues students may have accessing the test platforms.

Test offerings and eligibility will be limited for summer 2020. Only students who attended the PERT Camp this summer are eligible to participate in the PERT summer test administration. Only students who attend the Algebra 1 EOC Prep Camp will be permitted to participate in the upcoming Algebra 1 EOC examination administration. The specific test dates are:

- PERT Math July 14, 2020
- Algebra 1 Session 1 July 15, 2020
- Algebra 1 Session 2 July 16, 2020

Students must complete Session 1 and Session 2 of the Algebra 1 EOC in order to receive a score. Due to the pandemic, we will allow schools to make the decision to test Algebra 1 over one day instead of two. However, please keep in mind that these are the students who are struggling to pass the test. Best practice dictates that the test should be given over two days.

26. CTA needs a copy of testing coordinator memo and any other memos that went out to instructional personnel.

See email from LeighAnn Blackmore entitled Communications to Principals – General Information sent June 29, 2020.

27. Need copy of the survey that went out to ESE parents and their responses which should be available after the conclusion of the workday today.

Dr. Gesundheit asked principals to assess their school needs to determine the number of students for Summer School. There is no formal survey.

28. List of the 36 ESE ESY school sites and room numbers, if possible.  
We are still finalizing this information. Please see the attached draft, subject to change. (Appendix A)
29. List of regular summer school sites.  
Please see the attached draft. Subject to change. (Appendix A)
30. How will teachers who want to work in classrooms during summer to receive three workdays off be impacted by this? Will all be allowed in their rooms?  
The majority of the schools are in the final stages of floor cleaning and applying floor finish. Some classrooms are complete. If we are provided a schedule of planned occupancy for those three (3) days we will coordinate work around those time periods.
31. Please provide information on the ESE Staffing Specialist assignments, how many, what schools so we can negotiate working conditions for them.  
Staffing Specialists received days based on the number of ESE students they serve. They will perform their normal duties during this time. The school principals can provide additional information.

# Appendix H

**PRINCIPLES AND GROUND RULES  
FOR MAINTAINING LEARNING EXCELLENCE AND  
A SAFE REOPENING OF SCHOOLS**

The School Board of Orange County, Florida (“District”) and the Orange County Classroom Teachers Association (“OCCTA”) hereby agree to the following Principles and Ground Rules for Maintaining Learning Excellence and a Safe Reopening of Schools in the era of the Coronavirus Pandemic (COVID-19):

The global Coronavirus Pandemic (“COVID-19” or “pandemic”) has forced changes in the manner in which teachers deliver and students receive their education. While the manner in which we engage has changed, the expectation to provide students with equal access to a high-quality education has not. The parties are committed to ensuring that exceptional learning continues amidst the COVID-19 Pandemic.

Prior to the reopening of schools for the 2020-2021 School Year, the parties shall enter into an agreement that prioritizes best pedagogical practices and the safety and well-being of Orange County students, families, employees, and the community. The parties will establish and memorialize student-centered best practices and mechanisms to monitor and enforce safety protocols, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention Guidelines; recommendations from local health authorities; changes in the law; changes in the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. The agreement shall include, but not be limited to:

1. Health and safety protocols such as screening and temperature checks, adequate provision and use of equipment and supplies, sanitation, social distancing, procedures for suspected and confirmed cases, maintaining regular contact with local authorities, and compliance with the Center for Disease Control and Prevention (“CDC”) guidelines and updates.
2. Training on proper safety protocols and dealing with situations unique to COVID-19.
3. Providing COVID-19 related support to parents, students, and teachers.
4. Maintaining student and employee privacy, and compliance with applicable privacy laws and regulations.
5. Administering teacher reporting times and locations, workload, evaluations, lesson plans, and planning times, and other terms and conditions of employment in a manner consistent with current circumstances and the parties’ collective bargaining agreement.
6. Training and procedures for distance learning, maintaining student engagement, and implementation of hybrid models of education to maximize class time and learning.
7. Procedures and investments to combat inequalities in education.

A plan to maintain the high-quality education our students deserve and to reopen schools safely amidst the Pandemic requires transparency, comprehensive communication, and meaningful partnership with stakeholders including local health authorities, parents, students, employees, and other community partners. To that end, the parties agree as follows:

1. All sessions shall be open to the public.
2. The District shall readily provide OCCTA with any requested documents or with any information that is germane to the subjects herein.
3. The parties will seek and consider input from parents, students, employees, local health authorities, and other stakeholders.
4. The parties shall schedule meetings in three (3) session blocks at mutually agreeable times and dates and shall make every effort to schedule at least one session for each week until an agreement is finalized.
5. Each party may bring any person it chooses to each session for the purposes of making presentations, providing advice or otherwise assisting the discussions.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers  
Association

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James Preusser  
Senior Executive Director, Human Resources

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Wendy L. Doromal  
President

# Appendix I

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

This Memorandum of Understanding is made on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**WHEREAS**, the Center for Disease Control and Prevention (“CDC”) released guidelines for a Phased Plan and Indicators for Reopening America. The CDC’s Gating Criteria and Phase-Specific Thresholds are:

<b>Gating Criteria</b>	<b>Threshold for entering Phase 1</b>	<b>Threshold for entering Phase 2</b>	<b>Threshold for entering Phase 3</b>
Decreases in newly identified COVID-19 cases	Downward trajectory (or near-zero incidence) of documented cases over a 14-day period	Downward trajectory (or near-zero incidence) of documented cases for at least 14 days <i>after entering Phase 1</i>	Downward trajectory (or near-zero incidence) of documented cases for at least 14 days <i>after entering Phase 2</i>
Decreases in emergency department (ED) and/or outpatient visits for COVID-like illness (CLI)	Downward trajectory (or near-zero incidence) of CLI syndromic cases reported over a 14-day period	Downward trajectory (or near-zero incidence) of CLI syndromic cases reported for at least 14 days <i>after entering Phase 1</i>	Downward trajectory (or near-zero incidence) of CLI syndromic cases reported for at least an additional 14 days <i>after entering Phase 2</i>
Decreases in ED and/or outpatient visits for influenza-like illness (ILI)	Downward trajectory (or near-zero incidence) of ILI reported over a 14-day period	Downward trajectory (or near-zero incidence) of ILI reported for at least 14 days <i>after entering Phase 1</i>	Downward trajectory (or near-zero incidence) of ILI reported for at least an additional 14 days <i>after entering Phase 2</i>



Decreases in percentage of SARS-CoV-2 tests positive	Downward trajectory (or near-zero percent positive) of positive tests as a percentage of total tests over a 14-day period (flat or increasing volume of tests)	Downward trajectory (or near-zero percent positive) of positive tests as a percentage of total tests for 14 days <i>after entering Phase 1</i> (flat or increasing volume of tests)	Downward trajectory (or near-zero percent positive) of positive tests as a percentage of total tests for at least 14 days <i>after entering Phase 2</i> (flat or increasing volume of tests)
Treat all patients without crisis care	Jurisdiction inpatient & ICU beds <80% full; Staff shortage in last week = no; PPE supplies adequate for >4 days	Jurisdiction inpatient & ICU beds <75% full; Staff shortage in last week = no; PPE supplies adequate for >4 days	Jurisdiction inpatient & ICU beds <70% full Staff shortage in last week = no; PPE supplies adequate for >15 days
Robust testing program	Test availability such that percentage of positive tests is $\leq 20\%$ for 14 days; Median time from test order to result is $\leq 4$ days	Test availability such that percentage of positive tests is $\leq 15\%$ for 14 days; Median time from test order to result is $\leq 3$ days	Test availability such that the percentage of positive tests is $\leq 10\%$ for 14 days; Median time from test order to result is $\leq 2$ days

**WHEREAS**, CDC guidelines state that during Phase 1 “[s]chools that are currently closed, remain closed. E-learning or distance learning opportunities should be provided for all students”

**WHEREAS**, CDC guidelines recommend a *gradual scale up* of school operations and state that when schools begin to reopen enhanced social distancing measures; healthy hygiene practices; cleaning, disinfection, and ventilation; training; health checks; and plans for when an employee or student becomes sick must be put in place.

**WHEREAS**, the parties agree that public and individual health are of the utmost importance in determining when and how to safely reopen schools.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.
2. Schools will only begin to reopen when the parties mutually determine, in collaboration with local health officials and other state and local authorities and consistent with the CDC Gating Criteria and Phase-Specific Thresholds, that Orange County has entered into Phase 2.
3. The parties acknowledge that if COVID-19 cases in Orange County begin another upward trajectory subsequent to the gradual reopening of schools, it may become necessary to scale down operations or temporarily close schools accordingly.
4. The parties will enter into an agreement on the best practices and safety procedures for the gradual reopening of schools that comply with CDC guidelines.

**Terms and Conditions:**

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 the date of Board approval and shall sunset on June 30, 2021 School Year unless otherwise mutually agreed to by the parties in the writing.

Executed on this day, \_\_\_\_\_ of \_\_\_\_\_ 2020.

# Appendix J

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

This Memorandum of Understanding is made on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**WHEREAS**, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding July 2020 and the gradual reopening of OCPS Public Schools for the 2020-2021 School Year in a manner consistent with the parties' **[date]** Principles and Ground Rules for Maintaining Learning Excellence and a Safe Reopening of Schools.

**NOW, THEREFORE**, the parties mutually agree on the best practices and safety procedures for the reopening of OCPS schools as follows:

The Principles and Ground Rules for Maintaining Learning Excellence and a Safe Reopening of Schools are hereby adopted and incorporated in this section as if fully set forth herein.

**Health and Safety**

1. The procedures contained herein shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines and updates, the parties' **[date]** Memorandum of Understanding regarding compliance with the CDC's Phased Plan, and applicable privacy laws and regulations.
2. The District shall implement procedures to reduce capacity on buses, ensure adequate social distancing on school transportation, and perform daily sanitization of school transportation vehicles between every route. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.
3. As recommended by the CDC, the District will conduct daily health checks, including temperature screening and symptom checking of staff and students, before students get on the bus and before students and staff enter each school. The District will provide adequate staffing and resources to ensure that health checks are conducted safely and in accordance with CDC guidelines. Bargaining unit employees shall not be required to conduct health checks. As stated by the CDC "[p]ersons who have a fever of 100.4° (38.0°C) or above or other signs of illness should not be admitted to the facility." The District will also encourage parents and employees to conduct at home temperature checks before coming to school.

4. The District shall limit nonessential school site and classroom visitors. Any school or classroom visitors who are deemed essential must undergo a health check as provided by paragraph 3 of this MOU, and must comply with all other safety protocols established by this MOU.
5. 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. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic.
  - b. 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 isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual.
  - c. 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.
  - d. Following CDC guidelines on how to disinfect the building 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.
  - g. Preparing for targeted school closures where necessary.
  - h. If there has been a confirmed COVID-19 case at a school, the District shall “[d]ismiss 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 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 OCCTA and local health officials.

6. Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high risk household members may choose a remote assignment consistent with their regular job duties and certification or to be accommodated at their school site to minimize exposure, and the District will work with them on their remote status and/or accommodations. The employee shall be guaranteed to return to their same worksite and position.
7. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. As recommended by the CDC:

- a. If an employee or student has had COVID-19 symptoms they may not return to school until they have had 3 days with no fever, their respiratory symptoms have improved, and it has been at least 10 days since symptoms first appeared.
- b. If an employee or student has tested positive for COVID-19, they may not return to school until they have no fever, respiratory symptoms have improved, and they have received two negative test results in a row, at least 24 hours apart.
- c. If any employee or student has had close contact with someone with COVID-19 and/or COVID-19 symptoms they must stay home for 14 days after said contact.

Any employee who is asymptomatic but is required to stay home for the reasons outlined above may request a remote assignment as described in Paragraph 6 of this MOU.

8. Any leave associated with COVID-19 will be treated as administrative leave or temporary duty leave paid for by the District. No personal, sick, or unpaid leave shall be deducted from an employee's leave allocation.
9. The District will follow 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.
10. 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.
11. Any and all meetings including, but not limited to, faculty meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually. Virtual meetings will not be recorded. Any other administrator communication will be conducted via email.
12. 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, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers, handwashing and sanitizing stations, and no-touch/foot pedal trash cans. Teachers and schools will have access to said supplies and equipment as needed and as recommended by the CDC. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use. If supplies are not available and employees purchase supplies with their own money, they shall be fully reimbursed when receipts are submitted.

The District will provide no-touch hand sanitizer at the entrance of schools, inside and outside each classroom, and outside all bathrooms so students and employees can clean their hands upon entering and upon exiting.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g., 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 barriers, and additional supplies as needed.

13. Pursuant to CDC guidelines, “[f]ace coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.” The District shall establish a clear and clearly communicated policy for who will need to wear face coverings and when face coverings will need to be worn. Employees whose job descriptions do not require increased interaction with students (e.g., employees who work with younger students, ESE students, and students with physical conditions) will be encouraged to remain 6 feet apart from any students who are not wearing face coverings.
14. The District will implement guidelines and a schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment including, but not limited to, daily sanitation of all schools, deep cleaning at least once per week, classroom sanitation in between classes, and consistent sanitation of high use surfaces, areas, and equipment (e.g., bathrooms, water fountains, playground area and equipment, door handles, sink handles, physical education equipment, and art supplies). Use of shared objects and equipment should be limited where possible. 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.
15. The District will establish protocols 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, increased monitoring and security, and limited and/or staggered transitions.
16. All class sizes (including electives and special area classes) will be reduced in a manner that will facilitate compliance with CDC physical distancing guidelines. Classrooms and workspaces must be reconfigured and space seating must be at least 6 feet apart to comply with the same. The parties acknowledge that certain classes or activities may require additional physical distancing due to increase risk of spread (e.g., chorus).
17. Lunch
18. 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

must include time for every student and employee to implement adequate hygiene practices and social distancing.

19. The District will implement a plan to support the wellbeing and mental health of students and employees and will ensure adequate staffing to administer said plan.
20. 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 for reasonable enforcement of safety protocols; the actions of students or parents, such as those who refuse to follow instructions to practice safety protocols; 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.
21. Mechanisms to Monitor and Enforce
22. Employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved. Pursuant to Article VI(K) of the parties' CBA "[n]o employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention."

### **Training**

1. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.
2. The parties will work together to structure adequate planning days and training time required by this MOU and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. Subjects and materials that are not time sensitive will be completed at a later date as determined by the parties. The District will provide digital training where feasible.
3. District professional development will be made available online to assist staff in completion of requirements for recertification.



**Distance Learning****Workload****Curriculum Autonomy****Planning Time****Reporting Times & Locations****Evaluations****Electives****Adult/Technical****ESE****Social Workers, Psychologists and Counselors****Extracurricular Activities****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 the reopening of schools will be incorporated herein.

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

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

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

**Duration:**

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021 School Year unless otherwise mutually agreed to by the parties in the writing.

Executed on this day, \_\_\_\_\_ of \_\_\_\_\_ 2020.

# Appendix K

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

This Memorandum of Understanding is made on this 30<sup>th</sup> day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**WHEREAS**, Orange County is experiencing a significant spike in COVID-19;

**NOW, THEREFORE**, the parties mutually agree as follows:

1. School Psychologists will work remotely on July 1, 2020 to complete assigned duties and will provide a brief summary of work completion to their administrator.
2. The parties will discuss when School Psychologists will be required to report to designated work sites.

**Terms and Conditions:**

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.

Executed on this day, \_\_\_\_\_ of \_\_\_\_\_ 2020.