

# MINUTES

CTA CBLT

Via Zoom

July 7, 2020

## In Attendance

Nicholas Anderson	CTA	Farrah Hawkins	CTA	James Preusser	District
Robert Bixler	District	Matthew Hazel	CTA	Maribel Rigsby	CTA
LeighAnn Blackmore	District	Alex Heidelberg	District	Ladara Royal	CTA
Doreen Concolino	District	Myrlene Jackson-Kimble	District	Elizabeth Silva	District
Albert Davies	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Wendy Doromal	CTA	Megan Oates	CTA	Stephanie Wyka	District
Gloria Fernandez	District				

## Additional Attendees/Guests

John Palmerini	District	Lucia Piva	CTA	Krista Russell	District (Notetaker)
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## Minutes

<b>Jim Preusser</b>	Good Morning Wendy, CTA
<b>Wendy Doromal</b>	Good morning. I have an opening statement. Article VII, Section K Reporting to work violates this provision. Clearly, reporting to work against the CDC guidelines constitutes an unsafe and hazardous condition and poses an eminent danger to employee health. (See Appendix A)
<b>Jim Preusser</b>	Thank you, Wendy. I would ask if you would send that to me.
<b>Wendy Doromal</b>	I will send to you and School Board members.
<b>Jim Preusser</b>	I see a proposal that you sent, do you want to go over it.
<b>Wendy Doromal</b>	We have questions about the action items. And we want a response on the three proposals we sent over.
<b>Jim Preusser</b>	That's fine. It looks like you modified the proposal, and would like for you to go through it.
<b>Wendy Doromal</b>	We never changed the principles document.
<b>Jim Preusser</b>	I have a revised proposal here.
<b>Lucia Piva</b>	The Principles document not been changed. On this proposal we do have some additional language about place holders and other new language.

<b>Wendy Doromal</b>	We do want a response to the principles and the CDC guidelines.
<b>Jim Preusser</b>	What about our four proposals?
<b>Wendy Doromal</b>	We rejected those.
<b>Jim Preusser</b>	You rejected the four proposals? As far as the questions are concerned, you sent 31 questions on June 22, and we replied on June 29 <sup>th</sup> . You sent over 36 more questions on the morning of July 1, of which we have answered 18, and sent the answers to you on July 6 <sup>th</sup> . You also sent over 15 additional questions late on July 1. We are still gathering information for the remaining questions. If you are rejecting the proposals, what is the purpose of the 82 questions?
<b>Wendy Doromal</b>	You are proceeding to open schools in summer for summer school against the CDC guidelines and for the Fall. You are proceeding with having JROTC and athletic camps during July and teachers volunteer for that and we have every right to ask.
<b>Jim Preusser</b>	I want to bifurcate the two, summer school/camps in July and reopening the schools in August. My intent is to get you the rest of the answers by July 9.
<b>Wendy Doromal</b>	We need that information in order to sign any agreements.
<b>Jim Preusser</b>	The reopening of the schools in the Fall is the topic of the Board workshop today. I know about the executive order from the Education Commissioner but the Board is still meeting to discuss and Dr. Pino, Health Officer for Orange County from the Florida Department of Health, will be addressing the Board.
<b>Wendy Doromal</b>	We have questions about School Psychologists about their PPE and the memo sent by LeighAnn concerning their PPE. Some of the psychologists went down to the district office and the supplies were not available at that time and at some schools on July 1 the supplies were not available. We heard that there is a backorder on the Plexiglas shields.
<b>Jim Preusser</b>	Yes, there was a back order on the Plexiglas. Leadership sent an email saying there would be no face-to-face until the Plexiglas is in place. Mary-Grace received that email from Carl Sousa. (Mary-Grace confirmed.) School leaders went around their sites on July 1 to make sure the psychologists had what they needed. I received some emails to that effect.
<b>Wendy Doromal</b>	Do you have the names of the volunteers who agreed to work? You said you would provide that.
<b>Jim Preusser</b>	We have to go out to specific work groups to get the information, and we are working on it.
<b>Wendy Doromal</b>	Eighteen of the questions had similar answers. We need those answers in order to bargain with informed decisions.
<b>Jim Preusser</b>	I understand but we need time to answer the questions. You will get it by July 9.
<b>Wendy Doromal</b>	What is the criteria the District is going to use when conducting temperature checks which was given to principals. Evidently, principals will use their own discretion. I can assure you it won't be members of our bargaining unit and will the employees who will be conducting the checks be trained?

<b>Jim Preusser</b>	Our intention is to get a consistent group of people to do the checks, and to train them. It will probably be employees in an administrative position if there are enough.
<b>Wendy Doromal</b>	Parents say they have asked Principals about procedures, and when they will be given a copy the procedures. You said that we don't bargain for them. We represent 14,300 instructional personnel. Many of our bargaining unit are parents. Many ask us questions as parents. We partner with several parent groups. We have close contact. We may not bargain for parents but we do advocate for them. I didn't appreciate that snarky response. We make decisions for everyone. I will go through a friendly School Board Member to get that information if I have to do so.
<b>Jim Preusser</b>	I apologize if you feel it was snarky.
<b>Wendy Doromal</b>	How many students were eligible to participate ESE? How many are planning to enroll for summer school? How many are in ESY? We heard that some students that signed up have parents who are pulling them back because to the crisis. We also heard that you have closed some sites.
<b>Jim Preusser</b>	Ian is not on the call, but we plan on getting you a response.
<b>Wendy Doromal</b>	What is the protocol on cleaning body fluids and body bags. We thought there would be specific schools and rooms for these students.
<b>Jim Preusser</b>	LeighAnn, did you have an opportunity to check into that?
<b>LeighAnn Blackmore</b>	We have a biohazard procedure. Nothing about that procedure has changed. You have the procedure in your packet of information
<b>Wendy Doromal</b>	Question #10, no response. Question #11 What kind of mask will you be using for most vulnerable? No response. What training will there be for custodians and how many more will you hire...no response.
<b>Jim Preusser</b>	In all these instances, if we said we are requesting the information, we are trying to get the responses. There are many different people we have to contact in order to get the information.
<b>Wendy Doromal</b>	I don't see how you can open schools without this information.
<b>Jim Preusser</b>	I intend to get you the information very soon.
<b>Wendy Doromal</b>	So the questions to which you did not answer...you will have the responses by July 9?
<b>Jim Preusser</b>	Yes, the additional 33 questions will be answered. We have bubbled up to leadership to say we have to have answers. If I can get it to you sooner, I will.
<b>Wendy Doromal</b>	Ok. So for question #29, you will provide the rest of the high schools?
<b>LeighAnn Blackmore</b>	I wanted to get you at least a partial response. I do have an email concerning this from this morning and will get you the additional information.
<b>Wendy Doromal</b>	Ok, the financial cost is \$660K? What are the number of students attending?
<b>LeighAnn Blackmore</b>	That is the amount for the 2 weeks of summer school. I received it directly from Dale Kelly.

<b>Wendy Doromal</b>	How is the District notifying teachers and students when COVID-19 appears? Brookshire was closed down. The 9 <sup>th</sup> floor had COVID cases, what happened there, I don't think the ELC was closed down. Lake Nona bus compound has positive cases...how will it be dealt with?
<b>Jim Preusser</b>	In question #36?
<b>Wendy Doromal</b>	It was an earlier question.
<b>Jim Preusser</b>	There is a COVID-19 procedures process that went out to principals in June.
<b>Wendy Doromal</b>	How are you notifying teachers?
<b>Jim Preusser</b>	It is a situational response. There are many different scenarios. I will get that to you.
<b>Wendy Doromal</b>	Teachers will always be notified if person comes down with?
<b>Jim Preusser</b>	It depends...time would be better served if I got you the information. But as an example, I interact with you directly and you test positive. You would need to be able to identify people you came into contact with. Those people would be tested and put on leave. I would be tested and put out on leave if positive. If negative, I would have to have documentation from my doctor to return to work. Each situation is a little different. Florida Department of Health has been involved in this discussion. Let me send you that. I will do so today.
<b>Lucia Piva</b>	The District's proposals were rejected, because of the proposals we had offered. Your proposals did not meet the qualifications of our proposals.
<b>Jim Preusser</b>	I didn't have on record that you rejected the proposals. Thanks for letting me know.
<b>Wendy Doromal</b>	And now a few members want to share some emails we have received from teachers.
<b>Clinton McCracken</b>	Reading from emails: Will I be approved for sick leave without taking days from my balance? How are we going to enforce masks for students? How are we going to enforce social distancing? Will teachers with immune disorders be given the same opportunities as students?
<b>Albert Davies</b>	Reading from email: These are scary times. How can teachers be expected to return to an environment that is not safe? How can we work with having dependent older parents who are much more vulnerable to this virus?
<b>Mary Grace Surrena</b>	This is from a teacher sent on July 1. I teach 8 <sup>th</sup> grade reading. I have a 14 year old and 1 year old. I am a breast cancer survivor. My 14 year old will stay home at least until January. I am also a single mom.
<b>Farrah Hawkins</b>	This is from a kindergarten teacher: Please tell me how I go about ensuring their safety. Don't reopen with all this going on, it is not worth the risk.
<b>Nick Anderson</b>	My email says, I have a husband stage 5 kidney failure. We only leave the house for doctor appointments. If he gets the virus his chances of surviving are very slim. Others have elderly parents, so all of the precautions we have been taking all summer will be in vain when we go back to school.
<b>Maribel Rigsby</b>	My email states that returning to physical classroom will kill people.

<b>Ladara Royal</b>	This email is from a nurse: We need to have a meeting just for medical staff so we can speak our concerns because we will be dealing with this first hand. I usually see 30 students per day. I won't be able to deal with much more. My clinic can deal with six students at a time. What about supplies? Some schools don't have RNs at all. Are you going to hire more? Health aides don't have the capacity to deal with this. How will you ensure the safety of all nurses? What protocols when we are sick or have family members at high risk?
<b>Megan Oates</b>	This is from a speech and language pathologist: I have 2 children and I take care of my 70 year old mother. One of my children has autoimmune concerns. What happens when I cannot work due to family member? My case loads are much larger than recommended already. How do we conduct without exposing or being exposed to the virus in every classroom? I have been assigned to 2 schools this summer. Lack of concern from OCPS is alarming.
<b>Matt Hazel</b>	My email: I have been teaching more than 35 years. I missed my students during the shutdown. I am reluctant for the opening of schools due to all the uptick in cases. I am in a high risk group. I am worried about my safety. Students must wear a face shield or a medical grade mask, what if they refuse? Will my room be properly sanitized? Will I receive workers comp if I catch it at school? There will be no recovery of lost lives.
<b>Wendy Doromal</b>	As I understand you have no response since June 22 for the principles and guidelines?
<b>Jim Preusser</b>	I told you I was holding until the Board's decision.
<b>Wendy Doromal</b>	Lucia will go over our revised proposal.
<b>Jim Preusser</b>	Was the proposal drafted before the executive order?
<b>Lucia Piva</b>	<p>Yes.</p> <p>The proposal key points:</p> <ul style="list-style-type: none"> <li>• Renumbered...</li> <li>• Place holders filled in</li> <li>• Some portions of language were moved to other sections.</li> </ul> <p>We ask the District to review so we can have a meaningful discussion at our next meeting and the District be prepared to respond. We don't have time to wait for you to get answers. Maybe have them at the next meeting. We need to make progress on this. (See Appendix B)</p>
<b>Jim Preusser</b>	I understand and respect your point. We do have several different people in several different departments to check with. You have very specific issues to address. We are responding as quickly as we can for the 82 questions. I am pushing for answers and will have for July 9.
<b>Lucia Piva</b>	We appreciate that. Some of these questions would have ready answers. Like question #9.
<b>Jim Preusser</b>	We understand. There was an executive order that was issued yesterday. I won't comment too much on it.

<b>LeighAnn Blackmore</b>	The lack of an answer doesn't mean there is no answer. Many things are being processed through... and we will get answers.
<b>Lucia Piva</b>	I understand, I would be shocked if the District doesn't have the answers.
<b>LeighAnn Blackmore</b>	Please respect the timing. We received the second and third set on Wednesday. The District offices were closed Thursday and Friday.
<b>Wendy Doromal</b>	Don't promise things you can't deliver. We need more meetings. We trusted you with the psychologist MOU. It was made under false pretenses. I have the pictures of the screen...you sent me. The screen they received today is not the same screen.
<b>Jim Preusser</b>	You need to send me a picture. I don't know what you are talking about.
<b>Wendy Doromal</b>	The screen you showed us is why we signed. The one provided today will not work.
<b>Mary Grace Surrena</b>	It is not big enough and there is no way to adjust. If we had seen this picture we would not have signed. Someone said it was better than nothing.
<b>Jim Preusser</b>	I need to know who said that. And I need to see the picture.
<b>Wendy Doromal</b>	I will send the picture to you.
<b>Jim Preusser</b>	So, we have the Work Session that starts at noon, I am participating. Do you have anything else to discuss? On July 9, we'll focus on getting you the rest of the answers. I will get you answers on the Plexiglas. And you want a response on your proposal. Does that summarize?
<b>Wendy Doromal</b>	Yes. Our contract says we will not be put in a perilous situation.
<b>Jim Preusser</b>	Is that the only thing that is missing?
<b>Mary Grace Surrena</b>	We need more masks, we were given only a total of 10 student masks, and they are working on a disinfectant.
<b>Wendy Doromal</b>	Thank you and we will meet on the 9 <sup>th</sup> .

# Appendix A



July 7, 2020

### Opening Statement of President Wendy Doromal

OCPS district leaders have a plan to reopen schools for face-to-face lessons in July and they appear to be pushing for face-to-face reopening of schools in August, even as Covid-19 cases surge. Yesterday Florida's Education Secretary Richard Corcoran issued an Emergency Order calling for a brick and mortar reopening of schools this Fall. CTA considers this irresponsible considering that Florida has now reported over 200,000 Covid-19 cases with 40,000 being added in just the last four days. These numbers include 770 Orange County residents who tested positive on Saturday. It was reported that hospitalizations are also up in Orange County. Additionally, there are not enough testing sites in Orange County to meet the demand. Long lines make it impossible for everyone with symptoms to get tested and people are turned away every day. There are also delays in getting test results. Today it was announced that 5 local hospitals reached capacity.

As if that isn't bad enough, now 239 scientists from 30 countries have written a letter to notify the World Health Organization that they believe that the Covid-19 virus is airborne. They stated that particles can linger in the air for hours, and that the virus is not just transmitted from respiratory droplets as previously believed. The [new findings](#) indicate that face masks may be needed to be worn indoors at all times when in settings such as schools, even if people are social distancing. Knowing this, how can we believe that teachers, students and staff could be adequately protected in a classroom setting or schools? How could students and staff unmask to eat in a classroom without putting people at risk?

Can we trust local and state leaders to prioritize health and safety or will they put their economic and/or political agendas first in making decisions? Certainly the Orange County and Orlando Mayors do not appear to be taking aggressive steps to stop the surge, even as Orange County ranks among the top counties in the state with the most positive cases. There has been no rollback of phases, no stay at home order initiated, and no reconsideration of opening theme parks or other mass gathering places where the virus will surely spread. (Meanwhile [Disneyland in California will roll back its scheduled July reopening](#), as cases surge.) Campaigns to "Mask Up" are good, but



stopping this pandemic will take more action than just wearing masks, according to experts.

What will state and local leaders, including the governor, education commissioner, mayors, school board members, and superintendent, have to say if they insist on a brick and mortar reopening of schools and the first student, teacher or employee gets severely ill, requires hospitalization or dies? Would a better plan be to focus on extensive training for distance learning now and also push for the financial and workforce resources needed to safely reopen schools? Whatever the plan, we know that to survive this pandemic, we need a massive investment in our communities and schools. The HEROES Act is a vital step toward helping our country recover from the COVID-19 pandemic. I urge everyone to please take action now to help pass the HEROES Act.

How can the district make a plan to reopen schools without having all of the facts? Will there even be enough teachers to reopen schools safely? CTA has heard from teachers who are terrified to return to face-to-face teaching as long as cases are rising. We have heard from teachers who said they will quit or retire before they return to face-to-face instruction under the current community conditions. We have heard from teachers that say they will have to return to pay bills, but worry about the safety of themselves and the students. We have heard from teachers that have moved back with their parents, plan to use up leave time and walk away if schools reopen under current unsafe conditions.

We fear that schools will not have enough teachers and substitutes to reopen safely. Should we be considering a plan to reopen schools if there is uncertainty about having enough teachers? There certainly are not enough substitutes to cover classes for those who are sick or using leave. How is a scenario like this safe for students?

Another question CTA and our members ask is, "Will the District be honest and transparent with the union, teachers, staff and the public during this crisis?" If district leaders are enrolling their own children in distance learning programs rather than sending them to a school because it is safer, can we believe it is safe for teachers and other children to return to school buildings? One email that CTA received stated that individuals who work at the district offices, several schools and a bus compound tested positive for Covid-19, but no employees at these work locations were alerted. This is extremely disturbing since teachers are going into schools for three days over the summer months in exchange for having three workdays off during the school year. How do they know schools are properly sanitized and safe?

A District member of the Task Force expressed concern that at the district offices social distancing rules were being violated. If adults are violating rules, can we expect young children to adhere to them? What plan does the District have to close school buildings if positive cases are reported in order that employees and students can get tested and quarantine for 14 days if needed?

Furthermore, shaming teachers should not be part of the discussion when considering a reopening plan. Criticizing those who do not want to return because they worry about their health and/or their family's health is wrong. In discussing the options for reopening schools there has been an emphasis on how reopening schools would benefit children's mental health. I have heard no discussion about the mental health of the teachers and staff, even though they are said to be more at risk of dying or developing lasting health issues from the virus than children. I have heard no discussions about how the severe illness or death of a teacher, sibling, parent or family member would impact a child's mental health. Would that be any less traumatic than not going to school until the CDC guidelines for safely opening schools can be met?

I want to remind you that our contract language states that we do not have to work in unsafe conditions:

### **Article VII Teacher Rights and Responsibilities**

- K. The Board agrees to maintain safe and healthful working conditions, including the provision of safety equipment. The District shall investigate complaints of harmful indoor air quality and take measures to reasonably accommodate employees if necessary. 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.

Clearly, reporting to work against the CDC guidelines constitutes an unsafe and hazardous condition and poses an eminent danger to employee health.

While we know that face-to-face learning is optimal, CTA will not support a reopening plan that could expose students, teachers or their families to illness, hospitalization or death. Lost academic time and lessons can be made up - a life cannot. We ask every leader to take responsibility for the protection and well-being of every student, teacher and community member. Again, decisions must be made based on science, CDC recommendations, safety, compassion and commonsense, and not on leaders' political or economic agendas.

# Appendix B

**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 **apply to all facilities wherein bargaining unit employees work and** 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 **other than nurses** shall not be required to conduct health checks. **Nurses will be provided with clear guidelines on the proper protocol for temperature 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. **The frequency of walkthroughs will be limited and no more than one person will be allowed to conduct a walkthrough at any given time.** Any school or classroom visitors who are deemed essential, **including for walkthroughs,** 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, **including clear guidelines for nurses.**
  - 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 **separate** isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual. **Schools with medically fragile students should provide an additional room for students to receive services.**
  - 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. **Informing CTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19. CTA will be provided with a daily update of relevant worksites.**
  - e. Following CDC guidelines on how to disinfect the building if someone is symptomatic and/or COVID-19 positive.
  - f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.
  - g. Identification and contact tracing in accordance with CDC guidelines.
  - h. Preparing for targeted school closures where necessary.
  - i. 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, **PLCs, team meetings**, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually. Virtual meetings will not be recorded. A PLC/team meeting will not be conducted on the same week a faculty meeting has been or is scheduled to be held. 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, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed 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. Where possible, the District will install filtered water bottle filling stations to limit contact and reduce hallway traffic.

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

Teachers who work in ESE self-contained classrooms and are exposed to bodily fluids will be permitted to wear scrubs or casual clothing and will be provided with protective gowns upon request.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists, and will provide plexiglass barriers in their offices and spaces in the event one-to-one student meetings are needed. Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local school administration will coordinate other facilities for use.

13. Bargaining unit employees, including Social Workers, will not be required to conduct home visits.
14. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists will conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call.

15. 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.
16. 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., **clinics, isolation rooms, offices,** bathrooms, water fountains, playground area and equipment, door handles, sink handles, physical education spaces and equipment, ~~and~~ art supplies, **and elective classrooms**). Use of shared objects and equipment should be limited where possible **and adequate equipment will be provided to avoid successive shared use in between cleanings**. 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.
17. **In accordance with CDC guidelines, the District will ensure that ventilation systems operate properly and will increase circulation of outdoor air as much as possible by opening window and doors, using fans, and other methods. If the circulation of outdoor air is not possible in an individual classroom, the District will provide air purifiers based on the square footage of the classroom.**
18. The District will **require each school to** 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, **additional time for class changes,** increased monitoring and security, and limited and/or staggered transitions.
19. All class sizes (including electives and special area classes) **will comply with CDC and State guidelines and** 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 teacher to student ratio will not exceed 1:10.** The parties acknowledge that certain classes or activities may require additional physical distancing due to increased risk of spread (e.g., chorus, **music, dance, physical education**). **The teacher to student ratio in ESE self-contained classrooms will not exceed 1:6 for K-2, 1:9 for 3-5, and 1:10 for Middle School and High School, except where a lower ratio is required by the State.**



## 20. Lunch

21. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, **including class transitions,** must include time for every student and employee to implement adequate hygiene practices and social distancing.
22. 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.
23. 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.
24. **School administrators will address any student non-compliance with health and safety protocols immediately to protect the safety of all students and staff. Administrators who fail to address non-compliance or other unsafe conditions in a timely manner will be held accountable.**
25. Mechanisms to Monitor and Enforce
26. **In accordance with the CBA,** 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**

27. 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.

28. **The District shall provide meaningful training, guidance, and instructional materials on how to select and use appropriate video and other technology platforms and on best practices for remote work and for the delivery of instruction and student support services via distance learning. Training will take place virtually prior to the implementation or modification of distance learning or any remote work.**
29. 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.
30. District professional development will be made available online to assist staff in completion of requirements for recertification.

### **Distance Learning**

31. The District will ensure that employees and students who are engaging in distance learning have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work.
32. The District will provide employees with approved learning platforms to conduct distance learning. The District will assist employees in selecting alternative education technology platforms and products if they need or desire to use them, including platforms that are suitable to unique educational delivery (e.g. high-quality sound for Music classes) so that the District can verify that they meet applicable security and privacy standards.
33. All students, whether or not they are engaging in distance learning, must be able to activate OCPS school accounts without having to be on campus.
34. Employees who are engaging in distance learning will be given the option of conducting it from a classroom.
35. Employees shall be guaranteed the opportunity to return to their same worksite and position.
36. Teachers shall not be required to check in or out or provide any logs of their daily activities. Teachers must provide no less than three (3) hours per day during their regular work hours so they can be available for student interaction via email or an online platform. Teachers may be required to provide said time during the day in which they will be available for contract hours by parents and/or students, such information can be provided to parents. Teachers will inform the District if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.

37. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the Union and the employee.
38. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.
39. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's disciplinary plan and in accordance with State Statute.
40. Teachers may disable the video portion of any video platform and use only the audio portion at their discretion (unless required by an IEP and/or 504 Plan for delivery of instruction).
41. Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will attempt to contact students and/or parents through email or the online platform of their choice (such as Canvas, Dojo, or Google Classroom). Teachers are not required to use their personal phone.

If they are unable to reach a parent or student after reasonable attempts have been made, or have any other issues regarding attendance, the teacher will give a list to the principal who will address the situation and the teacher will no longer be responsible for the attendance of student(s)' on said list(s) until contact information is updated and provided to the teacher.

Teachers who comply with this provision will be held harmless with regard to attendance.

42. Teachers will provide students work and grades using professional judgement. Teachers will have discretion over grading and the amount and type of work.

Teachers shall not be required to provide a grade if no work has been completed by a student. Teachers will not be responsible for submitting grades for work they have not received. Due to concerns regarding in-person support, shared devices, social emotional concerns, and connectivity, teachers will use compassion and common sense in grading, and students will be permitted to make-up any missed assignments throughout the grading period.

Teachers will contact their principal if a student is not engaged in the assigned lessons and assignments, as appropriate and necessary.

Teachers will not be responsible for delivering or picking up student work packages of students who do not have access to laptops or the internet.

Teachers who comply with this provision will be held harmless with regard to the grading process.

43. Employees shall not be disciplined or held responsible for damage to District equipment; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate distance learning; privacy issues; oversight of children at home; or improper use of technology by parents or students. It is understood that employees who will be providing distance learning from their home environment may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others in the household. Employees shall not be disciplined or held responsible in any way for actions of employees' household members that might be witnessed or heard by students.
44. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or other matters that arise from distance learning, the District will provide an attorney who will represent the teacher.

### **Workload**

45. Upon the gradual reopening of schools as established by the Memorandum of Understanding regarding compliance with the CDC's Phased Plan, the District, in collaboration with CTA, will implement a hybrid approach that includes both on-campus and distance learning. Said hybrid approach must include distribution of work responsibilities in a manner that contemplates flexible worksites and work hours, maintains high quality education, and facilitates compliance with CDC guidelines on physical distancing, sanitation, and other safety protocols.
46. Teacher will not be required to perform both on-campus and distance learning. The parties will negotiate a process to determine teacher assignment of on-campus or distance learning that allows for teacher choice where feasible.
47. Employees will be notified of their work times and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.
48. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
49. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments.
50. The District will secure additional trained substitute teachers for absences and associated with COVID-19.

51. The District will ensure adequate staffing of teachers, nurses, counselors, school social workers, and school psychologists for a balanced workload and ability to adhere to physical distancing and other safety protocols.
52. In accordance with Article VII of the CBA, teachers will have curriculum and lesson plan autonomy and the opportunity to innovate under challenging and changing conditions. Educators are professionals who practice a complex craft and their understanding of how to deliver curriculum, meet the needs of their students, and build student social and critical thinking must be honored and respected.

Teachers will continue to prepare lessons/assignments that address course standards or benchmarks and student accommodations, using the platform of their choice.

Administrators and principals will abide by the Lesson Plan Settlement Agreement.

No principal or administrator will mandate schedules for any live lessons or direct teachers to follow specific times for any other daily tasks. The District acknowledges the unique challenges presented by distance learning and understand that teachers working from their homes may also be attending to the needs of their infants, children and other family members.

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

### **Evaluations**

54. The parties acknowledge that the current evaluation system is not suited for the unique learning changes generated by the pandemic, including the necessity for a distance learning component and the inability, because of physical distancing, to adequately engage in the complete suite of Domain 1 strategies such as circulating the classroom, organizing students into collaborative groups, and enumerated engagement strategies.
55. Pending State approval, the District shall waive evaluations for the 2020-2021 School Year.
56. In the event that the State requires submission of evaluations for the 2020-2021 School Year, teachers' evaluation scores will be determined by the average District-wide scores for both instructional practice and SLG for the 2018-2019 School Year.
57. If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter

as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.

### **Electives**

58. Electives, such as art programs and physical education, are uniquely important during these times as they support mental health and instill a sense of awareness, peace, and cultural expression. As such, no electives will be cut during this pandemic.
59. The District will implement a plan to provide adequate equipment, as needed, for electives (e.g. instruments; software such Photoshop, Illustrator, and Pixlr, Sketchup, Autocad; digital textbooks) to students engaging in distance learning, and to ensure adequate equipment and equipment storage in schools to minimize shared use. Each art classroom will have a non-portable sink.
60. Supplies lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in electives from homes. The District will make supply kits available for students and parents financially in need of assistance.
61. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing cast size, distanced seating, virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

### **Extracurricular Activities**

62. The District will implement a plan to comply with CDC guidelines and safety protocols in the administration of extracurricular activities.
63. Where feasible, extracurricular activities such as clubs and student organizations will be conducted online.

### **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.