

# MINUTES

CTA CBLT

Via Zoom

July 16, 2020

## In Attendance

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

## Additional Attendees/Guests

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

<b>Jim Preusser</b>	Good afternoon, Wendy. Good afternoon, CTA. Do you want to start Wendy?
<b>Wendy Doromal</b>	Sure, opening statement. (Current virus numbers, masks not being worn by OCPS leaders and employees, Children can pass the virus. Gave # of children with virus. Rare syndrome for children MISC. Positive test rate 20.04%. Summer school is in a dry run. Two Lake County football players have virus. Team is in quarantine. Wendy was not temperature checked at school board meeting. Was anyone else? Convention center may be used as field hospital. OCPS summer school guidelines. Conflicting statements for reopening desks 3-6 feet apart when feasible. CTA won't ever agree to reopening schools with these virus numbers.) (CTA did not provide a copy of the opening statement)
<b>Jim Preusser</b>	Thank you for your comments. Please send us a copy. We have a counter proposal on principles and ground rules.
<b>Wendy Doromal</b>	Thanks for sending it in advance.
<b>Jim Preusser</b>	I am going to review it with you. We will respond to the July 7 CTA 2 proposal today as well. We have answered 98 questions and have only 3 unanswered sitting with the Safety and Security Management team and hope to get it to you soon. (See Appendix A)

<b>Wendy Doromal</b>	Thank you. We will be presenting a proposal today too. We are not flinging questions to you.
<b>Jim Preusser</b>	I understand. Questions that you ask may have to be sent out to get the information. I want to comment that the Board has not made a decision. You talk about effects, we bargain effects not the decision. Once the decision is made, we can bargain the effects. There are some things that we cannot talk about today. Would you like me to go first? It looks like Lucia just sent something to us.
<b>Lucia Piva</b>	I sent an updated proposal from last week.
<b>Jim Preusser</b>	<p>Looks like you and LeighAnn sent proposals at the same time.</p> <p>I am going to walk you through the proposal. Because the Board has not made a decision yet, we have focused on the ground rules. In CTA 2 we think there is some things we can discuss. I will hold on CTA 2 until the Board makes a decision. We can then have a discussion or we will bring a counter on CTA 2</p> <p>Page 2: #1 ok</p> <p>#2: We struck “readily”. We have been giving you information. 98 questions asked and they are important but it takes time to get the answers.</p> <p>#3: we changed “will” to “may”. Added not required to adopt or implement input. We have started to get information from parents, students, community. The decision will be made by the Board and will use Florida Department of Health and Orange County Department of Health for decisions.</p> <p>#4: changed “three” blocks to “two”. That is what we agreed to the last time in bargaining, at the end of today if we can come to an agreement with this language we can schedule two additional sessions with CTA</p> <p>#5: ok</p> <p>We added an expiration clause.</p> <p>I don’t think there is anything here that we can’t agree to.</p>
<b>Wendy Doromal</b>	Why did it take so long to get an answer to the ground rules?
<b>Jim Preusser</b>	We didn’t have a decision by the Board. This information is pretty straight forward. Let’s move forward here. We are going to be bargaining the effects of the decision. We’ll have ground rules in place when the Board makes a decision. You can caucus on it.
<b>Wendy Doromal</b>	Oh, we will give you a response.

<b>Jim Preusser</b>	<p>The CTA 2 proposal was prepared before the new uptick in numbers, before the emergency order was issued. We are going to hold on a response/proposal until the Board makes a decision. Once the decision is made there are some things in here we can address.</p> <p>The last proposal you gave to us is the MOU from June 29. It's the CDC guidelines. The Emergency Order will not let me agree to this. It has very specific language. The Florida Department of Health and our local health department will be our guide. However, you did hear the Superintendent say in the work session with the Board we will continue to work with Florida Department of Health and our local department of health. I cannot agree to the gating criteria.</p>
<b>Wendy Doromal</b>	<p>We will have a problem here. We insist that CDC guidelines be upheld. I will challenge this executive order. We disagree that the District has to obey a dangerous law or order. I think it is amazing that you can only agree to the guidelines now.</p>
<b>Jim Preusser</b>	<p>If I had agreed, then the Executive Order would have negated it. There is nothing in the Executive Order about the CDC. You are asking the Board/District to do something different.</p>
<b>Wendy Doromal</b>	<p>You know Jim, there are lots of laws and guidelines to follow. Teachers have principles they have to follow. Your Professional Standards department hauls teachers in for not following these principles. (Gave 2-3 examples). So I ask you, how is it that in these professional principles that we are charged with the well-being of students. How can this Order be ok when it is so wrong?</p>
<b>Jim Preusser</b>	<p>We look out for all students, staff and community. You can shake your head, Wendy. We are subject to the advice of the Florida Department of Health. We are in contact with the state and local departments of health on a daily basis. Often, very frequent.</p>
<b>Wendy Doromal</b>	<p>That's lovely.</p>
<b>Jim Preusser</b>	<p>You are saying that we are following an Order that doesn't reference a Department of Health. But we are. This is a fluid process. It may change, but now it hasn't.</p>
<b>Wendy Doromal</b>	<p>I have no confidence in the Florida Department of Health run by this government. Dr. Pino didn't show up for the last Board meeting. Graduation exercise outdoors was cancelled by recommendation of Dr. Pino. So how can we have face-to-face? We are endangering lives.</p>
<b>Jim Preusser</b>	<p>We are not twisting anything. I would like to hold on CTA 2 until we have an opportunity to hear from the Board. Is the CTA 3 proposal modified from CTA 2?</p>
<b>Lucia Piva</b>	<p>It is modified.</p>
<b>Jim Preusser</b>	<p>I will hear and listen to your modified proposal. LeighAnn please send it to the rest of the committee.</p>
<b>Lucia Piva</b>	<p>We would like to listen to our team member input first.</p>

<b>Jim Preusser</b>	We are happy to listen to that.
<b>Wendy Doromal</b>	We will be reading emails from teachers, parents and community.
<b>Maribel Rigsby</b>	Email: I will lose my home if we don't go back to work at school. I have to go back to school even with COVID-19.
<b>Jim Preusser</b>	Are these new emails? Or are they a part of the batch before?
<b>Wendy Doromal</b>	No, they are new.
<b>Clinton McCracken</b>	This is an email to Dr. Pino from a teacher and his response. I am afraid. Afraid that my students and I will be exposed over and over to the virus. I am afraid I might die or spend the rest of my life with damaged lungs. Please make an announcement that to not open. Dr. Pino's answer: This is a decision that now resides in the (Board's) hands. I hope they decide wisely.
<b>Ladara Royal</b>	High School teacher. Urge the School Board to defy the order and delay a reopening of schools. Irresponsible and dangerous. Opening schools cannot be done safely. Spread through HVAC systems. Our rooms are closed, no windows. Transmission is inevitable
<b>Nicholas Anderson</b>	What will happen when schools open and the spread starts? Dr. Pino says it will spread. Kindergarten students will not be able to social distance. What kind of learning experience is that for a child? What happens when children spread it at home, what about substitutes, expense of how many lives? Would you send your children to school now?
<b>Wendy Doromal</b>	I think that is a good question. I have heard that district leaders are not going to put their children in face to face classes.
<b>Albert Davies</b>	Thank you CTA for your good representation. Just signed up for DROP. No way can I teach my students without telling them they are endangering their lives and their parents and grandparents while in the classroom. Can't visit virus victims in hospital.
<b>Mary Grace Surrena</b>	Concerns from School Psychologists working now. We are the guinea pigs that will meet first with students. I have found that I have some students who were quarantined. Every time I bring in a student I wonder if they will be the bullet and if I will survive.
<b>Laketa Jiminez</b>	Email: The proposed start date Aug 21 and pay check on Sept 2 will put teachers in a financial hurt. Osceola is getting 10 days of preplanning.
<b>Wendy Doromal</b>	Jim, I wanted to introduce Laketa, she is a school nurse and a new member of our bargaining team.
<b>Jim Preusser</b>	Welcome Laketa.
<b>Megan Oats</b>	Email: I am a secondary teacher, student government sponsor and coach: had a student pass away a couple of years ago. Was hard to get over. What would happen when several students pass away? I've had two student athletes exposed to COVID probably from his dad's (work). I have another whose sister caught it.

<b>Matt Hazel</b>	Email: I am a long time veteran and a new CTA member: I have grievances with the innovative model. There is no guarantee of safety with face to face. The District is asking teachers to split attention for face to face and virtual students. I cannot chose this option since I am high risk. What am I going to do with my own children?
<b>Jim Preusser</b>	Thank you Wendy. Can we move to CTA 3 proposal? Lucia, the new proposal, when you made changes to it. What are the changes in comparison to CTA 2.
<b>Lucia Piva</b>	The changes indicated are new.  Several things are terms and conditions of employment regardless of what the Board decides. A lot of the changes are intended to align distance learning to the extent possible to face to face. Face-to-face learning is simply not possible now. (See Appendix B)
<b>Wendy Doromal</b>	The first thing to address is Page 6 #28: "changes to school calendar shall not affect the stated work day of July 31." I am concerned that the first we heard of the proposed change to calendar was from the press. We could have picked Aug 31. And now the first paycheck would be Sept 2. You are changing working conditions. And changing the salary schedule which is not allowed and conditions of employment. We would hope the District would provide professional development for distance learning starting on the date we agreed upon. It would give the district time to realign classrooms for social distancing, stock PPE, etc. That's why this was added to the proposal.
<b>Jim Preusser</b>	I have a question about that but I'll wait until the end.
<b>Maribel</b>	Page 3 #8. LOA's. We don't want teachers to go to Professional Standards to report an incident. They need to notify the administrator. Teachers will be stressed to call Professional Standards. What will happen if teachers don't report? Will there be a PDM?
<b>Jim Preusser</b>	Let me review that document and see what it says and get back to you.
<b>Wendy Doromal</b>	I can read what it says. This is under Q & A on website: if teacher tests positive must they report? Answer: Report to your administrator who will report to Professional Standards. Professional Standards will give Medical Relief Of Duty with Pay to employee. It covers 14 calendar days. If the leave needs to go over the 14 days, then the employee must contact Professional Standards.
<b>Maribel Rigsby</b>	Page 10, paragraph 4: We don't want to perform face-to-face and distance learning simultaneously. We are concerned about invasion of privacy. And it is a workload issue. We are concerned about disciplining/supervising students at home. What do you do? What about the students' privacy in the classroom? We don't know who is with the student at home, what if they post pictures? Is a teacher liable? Plus it is hard to watch two things at one time.
<b>Lucia Piva</b>	The rest is self-explanatory.  Paragraph 21: how teleworking teachers will check in and out  Page 7: Distance learning—duty free lunch for teachers, planning time and will not exceed the duty day.

<b>Jim Preusser</b>	Distance learning? Are you referring to LaunchED?
<b>Lucia Piva</b>	Perhaps. But teachers can't do simultaneous learning—face-to-face and home.
<b>Wendy Doromal</b>	Distance learning can be a variety of methods. It doesn't have to be a camera following at teacher around, or students on camera. We have not discussed this and have not bargained it.
<b>Jim Preusser</b>	The Board has not yet made a decision. We are talking about the Innovative Plan. There are very specific directions in the Plan that we must meet for the Plan to be approved. Once the Board makes that decision we can bargain the effects which will include some things in your proposal.
<b>Wendy Doromal</b>	Let me be really clear. The Board/District have a completely different interpretation of the Order than CTA or their attorneys.
<b>Jim Preusser</b>	We looked at what the state has put forth specific to the Innovative Plan and the Superintendent conveyed to the Board. If you do not adhere to the state's criteria, they won't approve it. In terms of teachers working from home or the worksite, that will be discussed tomorrow with the Board. No decision made. However, I do understand elements in CTA 3 address the effects.
<b>Wendy Doromal</b>	We didn't agree with any LaunchED plan.
<b>Jim Preusser</b>	That is a decision made by the Board, you bargain the effects not the decision.
<b>Lucia Piva</b>	If you look at the language in the proposal, nothing in it would "cross" the Order. We think it is in line with the Order.
<b>Jim Preusser</b>	The District can consider this once the decision is made. I am holding on the response until I know the decision. I understand your position.
<b>Lucia Piva</b>	When you are impact bargaining, there are decisions that the Board has the management right to decide. Terms and conditions of employment have to be negotiated. It doesn't mean that we can't come to a decision before the Board decides. Many things won't change with what the Board decides.
<b>Jim Preusser</b>	I disagree. The decision must be made and we bargain the impact on the working conditions. I think that both parties want to come to an agreement. I think there are elements in CTA 3 that we can agree upon. In our next bargaining session, I think we can come to agreement on some things.  We bargain the effects of the decision, not the decision.
<b>Lucia Piva</b>	Effects bargaining doesn't have to wait upon the decision.
<b>Jim Preusser</b>	I understand. I don't think either party is trying to stall or obstruct. I accept your proposal, I will look over the proposal and see what we can counter when the time is right.
<b>Lucia Piva</b>	#35 and #36: this language is trying to make it as close to face-to-face as possible. #37: All students must have a digital device. #41: Camera and live streaming. Teachers have control. #42: Teachers can record own lessons if they choose.
<b>Jim Preusser</b>	Do you want to caucus on our proposal?

<b>Wendy Doromal</b>	Not necessary, you've had our original proposal for some time. We won't rush through it now.
<b>Jim Preusser</b>	Not asking you to rush through it.
<b>Wendy Doromal</b>	I'm not going to. I want to set dates now.
<b>Jim Preusser</b>	When are you available next week? I have bargaining on Monday. I can bargain all day on Wednesday, are you available?
<b>Wendy Doromal</b>	We have AFT convention all day.
<b>Jim Preusser</b>	So then 9-5 on Wednesday, July 22. Will send a confirmation.
<b>Lucia Piva</b>	Another for the next week?
<b>Jim Preusser</b>	Following Wednesday for same amount of time. We are happy to give two days even though we don't have an agreement on Guidelines.
<b>Wendy Doromal</b>	Not available on the 28 <sup>th</sup> or 29 <sup>th</sup> (The parties could not reach a date for week of July 27.)

# Appendix A



**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)~~ two (2) 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 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 **or hybrid** 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.

**Employees will not be required to report any incident related to COVID 19 to Professional Standards. The employee will notify the Administrator at their worksite who will contact Professional Standards.**

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, 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 physical distancing. 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. **In order to avoid congregation of employees upon arrival and departure from the worksite, and to allow teleworking employees to check in and out, each school will provide an electronic check in/out sheet.**
22. 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.
23. 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.
24. 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.
25. 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.
26. Mechanisms to Monitor and Enforce
27. 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."
28. **Any changes to the school calendar shall not affect the previously agreed upon starting work date of July 31st for all 10-month Instructional Staff. Any additional pre-planning days shall be used by instructional staff for professional preparation for the school year and adjustments that need to be made for these unique circumstances.**

29. **Within one week of any return to brick and mortar opening of any kind, the Board will conduct an anonymous survey of instructional staff to verify school compliance and identify concerns surrounding implementation of the provisions of this MOU at their worksite.**

### **Training**

30. 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.
31. 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.
32. 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.
33. District professional development will be made available online to assist staff in completion of requirements for recertification.

### **Distance Learning**

34. **Employees and students who are engaging in distance learning will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.**
35. **Teachers engaging in distance learning will be available for students throughout the entire duration of each class but will not be required to be on screen for the entire duration of the class.**
36. **Regular attendance and grading policies will be followed while engaging in distance learning.**

37. 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. **All OCPS students will receive a digital device from their school or from the District.**
38. 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.
39. 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.
40. Employees who are engaging in distance learning will be given the option of conducting it from a classroom.
41. **Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or rooms used by bargaining unit employees. Teachers will have control over the activation and deactivation of cameras.**
- Live streaming and cameras will only be permitted during the 2020-2021 School Year unless mutually agreed to by the parties in writing.**
42. **Teachers may record their own lessons at their discretion.**
43. ~~Employees shall be guaranteed the opportunity to return to their same worksite and position.~~
44. ~~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.~~
45. 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.
46. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.

47. 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.

**Students who record a teacher or whose parent records a teacher, without their knowledge or permission, will be removed from the teacher's class for the duration of the school year upon the teacher's request.**

48. ~~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).~~
49. ~~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.~~

50. ~~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.~~

51. 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 or supervision 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~~ others that might be witnessed or heard by students.
52. 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**

53. Upon the gradual reopening of brick and mortar 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~~ face-to-face 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.
54. A Teacher will not be required to perform both ~~on-campus~~ face-to-face and distance learning simultaneously. The parties will negotiate a process to determine teacher assignment of ~~on-campus~~ face-to-face or distance learning that allows for teacher choice where feasible; and teachers 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 will be considered first for available distance learning positions at their worksite.
55. 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.
56. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
57. 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.

58. The District will secure additional trained substitute teachers for absences ~~and~~ associated with COVID-19.
59. 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.
60. 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.~~

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

### **Evaluations**

62. 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.
63. Pending State approval, the District shall waive evaluations for the 2020-2021 School Year.
64. 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.
65. 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**

66. 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.
67. 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.
68. 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.
69. 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**

70. The District will implement a plan to comply with CDC guidelines and safety protocols in the administration of extracurricular activities.
71. 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.