

MINUTES

CTA CBLT

Via Zoom

July 22, 2020

In Attendance

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

Additional Attendees/Guests

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

Wendy Doromal	I have an opening statement. And we have a proposal.
Jim Preusser	We have a counter as well. Please go ahead.
Wendy Doromal	Opening statement. (CTA did not provide a copy of the opening statement)
Jim Preusser	Thank you Wendy. As it relates to the waiver, it has not yet responded to by the State yet. In terms of plan for LaunchED@Home, this was approved yesterday by the state. We have started to collect information from students and instructional employees. There has been significant response from teachers. We have responded to most of your requests for answers to your questions. We have a legal obligation to do so. We welcome your questions. We have a counter proposal to go over with you. It's a counter to CTA 3. Would you like me to walk you through it? (See Appendix A)
Wendy Doromal	No.
Jim Preusser	Why not?
Wendy Doromal	You have complained verbally to me and at bargaining unit.
Jim Preusser	I never said that, you may want to look at the transcript. You are incorrect; I have responded to your multiple requests for information.
Wendy Doromal	Yes, you have complained.

Jim Preusser	I have given you answers to the number of questions at bargaining meetings. I have not been complaining.
Wendy Doromal	Thank you for the data we already got it from the news. I would like to present our very short proposal.
Jim Preusser	So, you are not going to let me present my proposal? You want to go first, that's ok. We don't have your proposal.
Lucia Piva	I am now sending.
Jim Preusser	We don't have it yet, we will need to get it.
Wendy Doromal	In the meantime, I will have my committee read some member emails that just came in.
Maribel Rigsby	Email: Superintendent causally mentioned that the start date will be Aug 14 and first check will be Sept 2. I have bills to pay and my husband has been out of work.
Clinton McCracken	Email: Is there a way to extend student registration for teachers with families.
Ladara Royal	Email: If I get placed in the classroom, may I change my child to face-to-face to be in the classroom with me?
Farrah Hawkins	Email: Waiving the 180 days is in the State Executive Order. Teachers could return July 31 and extend preplanning for 9 days. Trainings were full during the summer and some teachers could not participate.
Nick Anderson	Email: Ideal situation would be to start July 31. Cannot wait until Sept 2 for a paycheck. I don't want to teach LaunchED students and face-to-face students at the same time. Can we switch back to home school? What assurances do we have that students can't record? Elective teachers will have mixed classes of different grades. Can switch off between at home or classroom LaunchED?
Matt Hazel	Email: teachers cannot wait for Sept 2 for first paycheck.
Albert Davies	Email: anxious about delay in pay.
Laketa Jimenez	Email: The push back start date to Aug 21 has a negative financial impact for teachers. Stress and turmoil will be a strain brought into classroom.
Megan Oates	Email: How does this effect teacher pay? I haven't been paid since May. What programs are available to help teachers?
Wendy Doromal	That is all the members who are going to speak on behalf of the other members. Do you want to hear our short MOU now? Lucia will take you through it.
Jim Preusser	Wendy, go ahead
Lucia Piva	I will go through our new proposal now. It is similar to language already in MOU CTA 3 proposal. It is absolutely urgent to get something done today. Also, there is a background reference to the July 31 preplanning date and it calls for additional planning days in order to take unique training. (See Appendix B)
Jim Preusser	The MOU that was signed on June 11 is very specific to July 31 date only. Because it fell on a Friday. Are you in agreement with that?

Wendy Doromal	Not in agreement. The district bullied us about July 31. We wanted August 3. You insisted that we had to have July 31 because the calendar was set by the Board. Same thing as school psychologists. We signed it and could not change it.
Jim Preusser	I disagree with that intent and why the MOU was written. I understand what you are saying about preplanning days. Are you open to creative solutions? Other districts have taken reduction of non-student days, additional paid days within the existing calendar and move to the front of the calendar. You asked, "Why can't we use the CARES Act money?" It is because we don't know what the Legislature will do later this year – a lot is unknown. With \$5 Million a day to pay teachers, it would deplete the fund fast. We are open to discussion to extend the preplanning days. Is it your position that you want to start preplanning on July 31 and extend the preplanning days to over a two-week period continue through August 13th?
Wendy Doromal	I am fed up with the District not coming to our bargaining team and having to hear from the press. This should have happened weeks ago before you unilaterally changed the start of school.
Jim Preusser	We would have to have agreement if you want to take days in the existing calendar and move them forward to fill the gap. You are talking about a gap of 9 days. This could be an option if you want to have solutions.
Wendy Doromal	You violated the MOU!
Jim Preusser	We did not.
Wendy Doromal	We can check the minutes.
Jim Preusser	Are you going to allow me to present the proposal?
Wendy Doromal	We've had the proposal for 5 minutes, thank you for being late again to our set meeting!
Jim Preusser	You gave me your proposal 5 minutes after the meeting started. We are going over our counter proposal now.
Wendy Doromal	You don't caucus when the meeting time starts at 9.
Jim Preusser	I would appreciate it if you would let me present.
Wendy Doromal	READ YOUR PROPOSAL, thank you!
Jim Preusser	District counter: #1 page 1: May conduct daily health checks. Other positions outside of bargaining unit may assist with temperature checks from administration or other folks that are not within the CTA bargaining unit.
Lucia Piva	What is the intent of striking out #1?
Jim Preusser	Because CDC guidelines change regularly. Not to exclude bargaining members. If you want to counter that, that's fine.

Jim Preusser	<p>Page 2 top paragraph: Visitors to the extent possible. No more than 2 in a walkthrough instead of one.</p> <p>a-h—Struck CDC guidelines and District will give instructions.</p> <p>#4-it depends upon student demand for assignment. We have been using the term fluid and flexible. We don't know what the student demand will be. We are waiting for the waiver decision from the state. Allow for LaunchEd.</p>
Lucia Piva	What about high risk employees? Will you only make accommodation if feasible for scheduling?
Jim Preusser	No, employees would need to go through the accommodation process for us to determine what the accommodations would be. It is specific to schools and their student demand. It can't be written for one size fits all. If there are more teachers that fall into high risk than students we might have to be flexible for the changes. We will have to accommodate those teachers.
Lucia Piva	I will have some questions as we go forward.
Jim Preusser	Most of this is based on demand and by school site and we have to be flexible.
Wendy Doromal	We have 215,000 students and only 68,000 have responded. 30% only. You pushed this back so late. The survey should have gone out a month ago.
Jim Preusser	I understand and they have two more days to respond and we may extend the survey.
LeighAnn Blackmore	And if families want face-to-face, they would not have to respond, so the numbers will be higher than shown. We will confirm this.
Lucia Piva	How will you account for that? Are you going to follow up with those families?
LeighAnn Blackmore	I will have to follow up with the people doing the survey.
Jim Preusser	<p>#5. Specific to procedures already in place for symptomatic employees</p> <p>#6. Medical Relief Of Duty. This is already in place. We are specifying what we are already doing. This is a chronology of events that would happen. We have no intention of changing Medical Relief of Duty</p>
Lucia Piva	You should not be foregoing pay. Medical ROD is not paid.
Jim Preusser	You are incorrect. Medical ROD is paid.
Lucia Piva	Ok, then what about emergency sick leave under the CARES Act?
Jim Preusser	If you test positive and are out for a period of time and come back negative, and have doctors note, you can return. Most districts not doing Medical ROD the way we are doing this.
Wendy Doromal	Can you give us the names of the districts?
Jim Preusser	<p>Yes.</p> <p>#7: Open to creative ways to deal with this.</p> <p>#9. Virtual meetings may be recorded. We may want to introduce a new teacher through a recording. We need flexibility on it.</p>

Gloria Fernandez	We are thinking of introducing teachers on Meet the Teacher virtually. It would be recorded. I would like to have this flexibility to avoid parents coming in and to keep minimal contact.
John McHale	We would like to be able to record faculty meetings for people who cannot attend to be able to see it and keep it available for a specific period of time.
Lucia Piva	In person, not virtually?
Jim Preusser	Principal has the discretion. We are open to discussion on this. #10: Gloves not required. Physical barriers when necessary. Page 5: #11. Changed “will” to “may”, parents may insist on IEP face-to-face meeting, want to have flexibility. Page 6: Electronic check in and out. New language. We can provide a check in and out sheet. Have it for all schools. Page 7 #15: If it is visible to them, they should take action to correct. #17: Dangerous conditions: generalized fear of COVID 19 and don’t work is willful neglect of duty and won’t be paid. If an issue is not resolved, it should be brought to administration and we would take action.
Maribel Rigsby	Willful neglect of duty: if refuse, they will be disciplined?
Wendy Doromal	Where did this language come from? Did you make it up?
Jim Preusser	I wrote it. If we don’t resolve the situation then it would apply. You can counter. Training # 19-21 and 22 spells out what training we will have.
Rob Bixler	We will definitely work on a calendar for training.
Jim Preusser	We need to say LaunchEd in the language instead of distance learning. Teachers will have duty free lunch and planning time. They will be available during all classes. Regular attendance and grading policies will be followed. All teachers will have proper equipment. Page 9: Cameras: not installed in break rooms, etc. Teachers may record their own lessons at their discretion. #32: Totality of evidence, struck through video recordings. #33: If student records, student will be removed from class. #34: Equipment damaged by negligence.
Wendy Doromal	Did we agree that LaunchEd would be the only distance learning?
Jim Preusser	It was approved by the state.
Wendy Doromal	It was unilaterally decided.

Jim Preusser	<p>I am not going to get into this with you.</p> <p>#34: Teacher obligated to report acts of child abuse in LaunchED.</p> <p>#35: Teachers available for students throughout the duration of each class.</p> <p>#36 Added schedule.</p> <p>#40: Freedom to implement adopted curriculum. Submit lesson plans electronically per lesson plan settlement. Only way to submit is electronic for LaunchED teachers.</p> <p>Evaluation: Can't agree to this because state has not waived evaluations.</p> <p>Terms and Conditions: first half of calendar year, changed to Dec 30 for expiration.</p>
Jim Preusser	Any questions?
Wendy Doromal	No, very clear what you are doing. We want to caucus.
Jim Preusser	Do you know when you want to come back?
Wendy Doromal	I have no idea.
CAUCUS (From 10:35 AM to 12:32 PM)	
Jim Preusser	Hi Wendy, my team is joining. We all will be on in a couple of minutes.
Lucia Piva	The starting workday is July 31 which was memorialized in the June 11 MOU.
Jim Preusser	Are you asking for 15 preplanning days?
Lucia Piva	Yes, essentially.
Jim Preusser	The contract calls for 197 days. You are asking for 206 days?
Maribel Riggsby	There is a provision in the executive order to waive instructional minutes. We need more PD days up to the time students are coming back. We have several trainings to complete.
Jim Preusser	You indicate that there needs to be additional preplanning days. Are you saying that you want to take existing paid days and move to front days to address the additional preplanning days? Is so, we can look at that or look at early Wednesdays. The days have to come from the existing 197 days.
Wendy Doromal	Changed unilaterally, we should have looked at it together before it was done.
Lucia Piva	Use modified school calendar to address student days accordingly and the remaining days would be taken from that. Use the waiver to make up days related to COVID-19.
Jim Preusser	That is based on the assumption that the state will approve the waiver. What if there is a hurricane, that could be lost time. You said it was fifteen days of preplanning.
Lucia Piva	It is nine additional days.

Jim Preusser	That would be fifteen days in totality. You have to take days from the existing 197 days. We need creative ways to do that, like elimination of early Wednesdays. That might get you a couple of days. Nine days is a lot to make up. May not have that many to work with. Open to further discussion.
Lucia Piva	So you are asking us to look at creative ways to find additional days to modify the student days?
Jim Preusser	You are asking for an additional nine days that is a lot of days to make up.
Wendy Doromal	It is also possible to me (unfortunate that you put us in this position) that those days can be used for other trainings, leave options, technology options, procedures implemented by the District. I will send that list to Mr. Bixler.
Rob Bixler	I would be glad to look at that.
Wendy Doromal	Also, AFT and NEA have great distance learning modules.
Rob Bixler	I can look at that also.
Jim Preusser	Lucia, you were going over the proposal. July 31, the agreement that was signed specifically referred to July 31 and the four options that were available. The District doesn't have an issue with utilizing the options for how to work the first day of preplanning.
Wendy Doromal	The 31 st we also could let the teachers address the 144,000 IEPs on that day, in addition to professional development.
Jim Preusser	I did want to touch briefly on the payroll calendar and the challenges.
Wendy Doromal	Yes, you would not let us change the first day for School Psychologists.
Jim Preusser	LeighAnn, please talk a little bit about that, about how we are able to move the calendar to the 13 th .
Wendy Doromal	That's amazing, you couldn't move it before when we asked.
LeighAnn Blackmore	<p>The payroll calendar is built on the 197 days distributed over 22 biweekly paychecks. Each has to be 9 days, but one is an 8 day check. The programming has to include all the insurance deductions, other deductions and supplements. The calendar includes 180 student days, 6 paid holidays, 6 preplanning days, 2 post planning days, and 3 work days. The current calendar July 31-May 28. Last check June 9th, deferred pay on June 10th. If the start of school shifts, and preplanning is backed up it would back up to August 13th which is the first day of an attendance period for the check of September 2nd.</p> <p>8/19 check: July 31-Aug 12. If we shift to Aug 13 those 9 days go to the end of the calendar. For May 31-June 10. If we do that, it is a simple shift. That is different from what was asked for the School Psychologists. This change does not force us to do extra testing and programming. Any other adjustment would require massive testing and programming. It is important to note that insurance deductions begin on the September 2nd check.</p>

Jim Preusser	How we would fit in additional days before Aug 13? It may allow for a paycheck of some sort on Aug 19th. Master calendars for students, for principals have to be considered. Still waiting for 70% of the other students to respond. Then we can determine the need for teachers and where they will need to go, it is a balancing act.
LeighAnn Blackmore	Master Schedule: right now is based on every student returning face-to-face. We won't have the survey results until July 24th. Principals will have to rebuild their master schedules. Rebalance classes, etc., they would not have that readily available for teacher assignments for July 31. If we wanted to do additional days, it would not be a full 9 days check. It would be like we did pre preplanning days. Allow us to get a partial check for August 19 th .
Wendy Doromal	For the convenience of the District and principals for master calendars. Too bad for teachers. This illustrates massive amount of disrespect. Top down authoritarian, mean spirited district, it is very offensive.
Jim Preusser	No one said that. What we are explaining are some of the challenges that have to be put in place prior to teachers arriving. If you want to identify existing days in the 197 days to add to existing preplanning days, we are open to that. I think you said you were open to that as well.
Wendy Doromal	What I am open to is bargaining in good faith. We should have bargained before you sent a plan to the DOE. Then you released it to the press before we saw it. This is callousness to teachers. Teachers will be suffering because of no funds. CTA has a crisis fund maybe you would like to offer funds since you set up this unilaterally. This is a typical move by the District. Can't have it both ways, have to stick to the MOU but we have to change this one. Calendars are mandatory subjects of bargaining.
Jim Preusser	I have to disagree with you. If we did preplanning on July 31 and a payment issued on Aug 19, there would still be a gap of 9 days. You want it both ways, you want to start later but have preplanning at same time.
Lucia Piva	School Boards do have a duty to bargain over the adoption of school calendars, we did bargain that when we signed an MOU. An alternative would have been to start on the 10 th . But you did not bargain the change. You had a right to do that. Now that those changes have already been made. We can consider creative ways to change it, we will consider it and get back to you.
Wendy Doromal	We never said we were in favor of pushing back the start date. We were in favor of starting online classes on Aug 10. This plan was done in secret at the ELC and flung at us. I got it from the press, not from you.
Jim Preusser	As I stated before we don't bargain decisions. The decision was made on Friday by the Board and sent to the state on Friday the 17th. You want to bargain decisions, we don't do that, we bargain effects. I am happy to discuss any creative ways you come up with as long as it is within the 197 days of the existing calendar, if outside of the 197 of the existing calendar that is problematic for the District.

Wendy Doromal	Everything you have done in this Plan is problematic to teachers and students. You are putting them in danger for their health and well-being.
Jim Preusser	Do you want to caucus?
Wendy Doromal	Yea sure. Leave now.
Jim Preusser	Ok Wendy, my team will leave now.
CAUCUS (From 1:02 PM to 1:55 PM)	
Wendy Doromal	Provide CTA with breakdown of CARES money. What is the balance and what has been spent and will there be any more?
Jim Preusser	We can get that for you, the actual amounts. Please send your request in writing.
Nicholas Anderson	We sketched out number of pathways, but didn't get it finished. The Board Members say that teachers will get paid in full. What is a path forward for a full paycheck on time as originally promised? As was in the original payroll calendar that the Board wanted kept?
Jim Preusser	With an August 13 preplanning date, language in Contract says employees shall be paid biweekly on the 3 rd week of the work year. Based on how the payroll calendar runs pay date would be Sept 2. July 31 start, pay would be on Aug 19.
Nicholas Anderson	I understand that shift. What if the work year would start on July 31? How can we change the work year in a way so the original pay date could be kept?
LeighAnn Blackmore	You have to work in order to get paid. The bottom line. We are asking to work to get paid.
Jim Preusser	Let's say you shifted and you worked July 31, and went until August 7. You would have your first paycheck on Aug 19. There would be six days on that paycheck. Then you have a nine day gap in between when school starts on August 21, but you would be going from Aug 10 – Aug 20. The next pay date would be Sept 2. You would have three days on the check. Insurance deductions comes out then. You might not enough to cover an insurance deduction.
Nicholas Anderson	What if you had a way to fill that with work?
Jim Preusser	I'm not going to identify those days. If you want to take those days, you would have to put those days in the gap. The concern is that could there be some training, yes. But there are other pieces and parts. So to get the paycheck on the 19 th , the nine day gap is an issue. You would only get three days on the next paycheck. You have to identify days within the 197 day work year.
LeighAnn Blackmore	There are 6 paid holidays: Labor Day, two at Thanksgiving, New Year's Day, Martin Luther King, Jr. Day and Memorial Day. If those are used to fill in, then in those pay periods you would be one day short.
Matt Hazel	Jim, you could do that and something with early release days. For first semester only. The executive order only speaks to first semester.
Wendy Doromal	How did you add days in the 2 nd semester?

LeighAnn Blackmore	If we start school late, and we have 180 student days, we have to put it in the end of the year. Last day of school is June 8 th and post planning is June 9 th and June 10 th .
Jim Preusser	The Emergency Order says we can't waive the 180 days. (He read exact language). We have to adhere to those instructional days and hours. Does that answer your question?
Matt Hazel	I have some confusion with respect to Nick's point. The Board's intent was that teachers get paid on time because they haven't been paid for two months. Where did that get lost?
Nicholas Anderson	It was said on the dais in the Board session.
Wendy Doromal	We are hearing a disconnect between the Board and the District on this. Who came up with shifting the day? The Board didn't have a say in this. You want to let teachers suffer and change the pay day.
Jim Preusser	No one wants teachers to suffer.
Wendy Doromal	Who came up with the plan for these days? It was not the School Board.
Jim Preusser	If you have had specific conversations with Board Members and promises were made, I have a problem with that. You didn't let me know who you talked to. We are looking at alternate ways to address this problem. I understand about the paycheck. I am trying to find solutions.
Matt Hazel	The District's position is that we have 6 days for preplanning; 2.5 days for scheduled meetings. Will all of the normal training along with COVID and training on a new platform fit in those 2.5 days?
Jim Preusser	It depends. If we add 2-4 more days there may be days to address it. I don't know what the training days will look like for that 2.5 days of preplanning. But is there an interest in looking for 9 additional days within the work calendar. If not, then you are asking the District to add 9 more days at \$5M per day. This is not possible.
Matt Hazel	If there were more days we would be able to do more training. But unless we choose to shorten our paychecks, those trainings would not happen.
Jim Preusser	Your words not mine. You are asking the District to add additional days.
Matt Hazel	This is being done on the back of teacher's paychecks.
Jim Preusser	Outside of the 197 days, it costs \$4.7M per day. We don't have that money. I will get you information about the CARES Act. Our CFO has already indicated during budget meetings what the state may do in the middle of the year. The state may take some money away. This is very concerning to the Superintendent. It would cause serious harm. There are lots of unknowns and now we are trying to find additional days for training. We can't add additional days of pay.
Matt Hazel	Recurring and non-recurring dollars, 9 days is \$45M, the District does have reserves-- a rainy day fund? It is pouring now. The time would be now.

Jim Preusser	Last reported by Dale Kelly, the non-recurring fund balance is down to \$63M. \$55M is specific to what is required by the state. We don't have the funds in the nonrecurring fund. Dale will be giving an update to the Board at the end of this month. By law, we have to have the 3% of total budget in the fund. He reported out about the CARES money at the budget meeting. I understand your points. But, I'm trying to find a way to get this done. Additional days for early Wednesdays is an option. The Union needs to identify something that might work. If I give a proposal, you will just reject it. I can identify things that might work, but you make the proposal.
Nicholas Anderson	We have to create a safe learning environment for face-to-face. We need training on how to best deliver LaunchED. We need training on protocols for safety. Better for students that have the safest environment possible. Would it not be possible to take time away from the calendar to make sure this happens?
Wendy Doromal	Can you go over our proposal Nick?
Jim Preusser	I thought we did that earlier?
Nick Anderson	The language is stating we are taking days from waiver.
Jim Preusser	We can't get a waiver from the state on days and hours. John Palmerini, please weigh in.
John Palmerini	The Order says if you submit it and we approve, it has to show how we meet instructional minutes and hours.
Nicholas Anderson	You could declare a State of Emergency to waive dates.
John Palmerini	Hurricanes are a state of emergency, but the state says schools shall open and it is not a state of emergency.
Jim Preusser	The waiver talks about 180 days and the approved reopening plan. No waiver and that is why your #2 doesn't work.
John Palmerini	The Plan we sent to the state and approved.
Nicholas Anderson	The Plan can be amended.
Jim Preusser	I can take back the idea that the Plan can be amended, but that still does not erase what the Emergency Order says.
Matt Hazel	While we might be able to shift days, we cannot meet all 9 days.
Jim Preusser	Very difficult to achieve for all 9 days. Additional days an option, but have to be strategic on which to add. Make sure we do training and protocol as close to opening as possible. Cut-off date is Aug 12? (LAB, yes.) If you look at days prior. To add more days...
Wendy Doromal	You shifted the time, and you are laying it on CTA to fix. How about you leave it in and we have a span of time to do Professional Development. You admit we need Professional Development.
Jim Preusser	Even if you left July 31 intact, and worked preplanning, you would still have a 9 day gap through August 10-20. Let me finish.

Wendy Doromal	You changed the date. We could very well have kept the dates and had distance learning. So, it is up to CTA to fix this mess. That is my understanding.
Jim Preusser	Not what I said. There are 9 days between the last day of preplanning and the new start of school. To identify additional days of planning, take days from the 197 day calendar to fill in there. We are open to listening if CTA identifies the days. I can draft a proposal but you would reject it. If you come up with something, we will consider it.
Nicholas Anderson	During the July 14 Board session they repeatedly asked the Superintendent about pay. She said it had to be bargained. The Board wanted teachers to have the full paychecks. When did we bargain that?
Jim Preusser	Taking something out of the 197 day calendar. (Read page 72-F of the Contract) prior to March 1. You guys gave us a proposal about the calendar and withdrew it. If you give us a proposal, we are open to that. We are doing the same as other districts in Florida are doing. Check with Volusia, Osceola. Osceola took 4 days from their calendar and moved it. They are not adding days. Fiscally, we cannot do that. We don't know what the state will do later this year.
Matt Hazel	You have 14,000 teachers that need that paycheck. They can't fiscally can't go without.
Nicholas Anderson	We did have a way to fix this with the proposal. Amend the Plan, you might not have agreed with it.
Jim Preusser	Based on the Emergency Executive Order, you cannot guarantee a waiver on instructional hours and days. What happens if I agree with your waiver proposal and we don't get the waiver? It puts the District in jeopardy.
Nicholas Anderson	Not that it is beyond the realm of possibility to ask.
Jim Preusser	Much like the waiver/letter we already have submitted to the state in which there has been no response to date.
Nicholas Anderson	Is that something the Superintendent would agree to?
Jim Preusser	I will take it back to her. I understand your point; however, the Superintendent will defer to Legal Services for an answer regarding the waiver.
Nicholas Anderson	What would your answer be, John?
Jim Preusser	At this point in time, let me take this to the Superintendent.
Matt Hazel	You will take to Superintendentt and still expect us to come up with a proposal?
Jim Preusser	I have done my due diligence to answer your questions. Yes, I will take to Superintendent.
Jim Preusser	Anything else you want to cover. Do you have an answer to my proposal?
Lucia Piva	We are still reviewing your proposal. I don't know if we want to caucus on it. There is misunderstanding, you have duty to bargain mandatory subjects of bargaining, and calendar is a mandatory subject of bargaining.
John Palmerini	We have existing Contract language and it is clear and unambiguous.
Lucia Piva	Once the calendar is changed, then it becomes a mandatory subject of bargaining.

John Palmerini	I do disagree with that.
Jim Preusser	Maybe a good time to caucus. If you want to come back after, we will meet you back here. We need to confirm additional dates for bargaining.
Wendy Doromal	After the caucus.
Jim Preusser	Let us know when you want to come back.
CAUCUS (From 2:40 PM to 4:37 PM)	
Jim Preusser	I want to talk about bargaining dates and when you will be available next.
Wendy	Monday.
Jim Preusser	I am in bargaining with OESPA. How about Tuesday or Thursday all day?
Wendy Doromal	I will have to get back to you because I want to see if Mark is available.
Nick Anderson	This is a complicated mess the District put us in. We can't put a counter together in a 45 min caucus. We did give you a proposal. You should not have put us in a position to bargain against ourselves.
Jim Preusser	Again, we have language in the Emergency Executive Order that speaks to waivers. It is very clear. Point taken. Perhaps we can put a proposal forward. We need to look at the proposals and will be talking to other districts.
Wendy Doromal	I want your position in writing.
Jim Preusser	I gave you a verbal response to it. I will give you dates in writing for next week.
Nick Anderson	We want a counter proposal. You said earlier, that you weren't sure you would take a counter proposal. We have always had interest in the proposal you have. Give us a proposal to arrange calendar. What would be a starting position?
Jim Preusser	We have always accepted to review a proposal, and a counter. We were having a discussion to yours. I gave you a verbal response. I have been brainstorming during the caucus. If we have a proposal, we will give it to you.
Wendy Doromal	We are not interested in other districts, we are interested in your behavior and the District's behavior.
Jim Preusser	That is fine. This is what I am going to do. Thank you for your response. I will send days next week that I am available. Anything further?
Wendy Doromal	Nothing.
Jim Preusser	I will send you something later today.

Appendix A

**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.~~ enter into a mutual interpretation of the Contract for the 2020-2021 school year as contemplated under Article II, Section J of the Contract Between the School Board of Orange County, Florida and the Orange County Classroom Teachers Association.

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.~~
1. ~~As recommended by the CDC, t~~The District will may 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. **Other positions outside this bargaining unit may assist with temperature checks.** Nurses will be provided with clear guidelines on the proper protocol for temperature checks. ~~As stated by the CDC “[p]~~Persons who have a fever of 100.4° (38.0°C) or above or other signs of illness should not be admitted to the facility.”² The District will also encourage parents and employees to conduct at home temperature checks before coming to school.

2. The District shall limit nonessential school site and classroom visitors **to the extent feasible.** ~~The frequency of walkthroughs will be limited and n~~No more than ~~one two~~ persons 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 **31** of this MOU, and must comply with all other safety protocols established by this MOU.
3. The District will ~~update emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested positive for COVID-19, including but not limited to do~~ 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.~~
 - d. ~~Following CDC guidelines on how to d~~**Disinfecting the portions and/or all of building as necessary** if someone is symptomatic and/or COVID-19 positive. **The District will establish clear guidelines for this activity.**
 - e. Closing out areas used by the person who is symptomatic and/or COVID-19 positive. **The District will establish clear guidelines for this activity.**
 - f. Identification and contact tracing in ~~accordance with CDC guidelines~~ **conjunction with the Florida Department of Health in Orange County.**
 - g. Preparing for targeted school closures where necessary.
 - h. If there has been a confirmed COVID-19 case at a school, the District shall “[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.

4. 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~~ indicate a preference for a LaunchED@Home assignment to teach at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand consistent with their regular job duties and certification the District will work to or to be accommodated accommodate those employees at their school site to minimize exposure to the extent feasible, 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.
5. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. Employees may be placed on medical relief of duty up to fourteen (14) calendar days. 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 three (3) days with no fever, their respiratory symptoms have improved must be symptom free, and it has been at least 10 days since symptoms first appeared must provide a negative test result and/or doctor's clearance to return to school.
 - b. If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved must be symptom free, and they have received one negative test results in a row, at least 24 hours apart and/or doctor's clearance to return to school.
 - 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. The employee or student must provide a negative test result and/or doctor's clearance to return to school.

~~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.~~

6. Any leave associated with COVID-19 ~~will be treated as administrative leave or temporary duty leave paid for by the District~~ will be subject to medical relief of duty, not to exceed fourteen (14) calendar days. Subsequent to the exhaustion of medical

relief of duty, leave may be paid by Emergency Sick Leave under the Families First Coronavirus Response Act, H.R. Res. 6201. Subsequent to exhaustion of medical relief of duty and Emergency Sick Leave, the employee may use -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.

7. 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.**
8. 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.
9. 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 consistent in person with required social distancing and face covering or may be held virtually at the discretion of the administrator.** Virtual meetings ~~will not~~ **may** 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.
10. 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 **to the extent necessary when other Personnel Protective Equipment cannot be used,** 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 where needed~~.

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.~~

11. ~~Bargaining unit employees, including Social Workers, will not be required to conduct home visits.~~
11. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists ~~will~~ may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.
12. ~~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.~~
13. ~~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.~~

~~14. 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.~~

12. 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.

13. ~~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.~~

13. ~~Lunch~~

14. 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.

15. ~~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.~~

~~16. 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.~~

15. 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~~ when students refuse to follow instructions to practice safety protocols unless the employee takes no action to correct the noncompliance; 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.

16. School administrators, after being informed by instructional personnel, 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.~~

17. Mechanisms to Monitor and Enforce

17. 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." Notwithstanding the foregoing, an employee may not refuse to work based upon a generalized fear of COVID-19, as such activities would be considered willful neglect of duty and may result in forfeiture of compensation.

18. 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.

19. 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

18. 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.
19. 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 for teachers who will be teaching through the LaunchED platform.~~
20. ~~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.~~
20. District professional development will be made available online to assist staff in completion of requirements for recertification.

Distance Learning LaunchED@Home

21. Employees and students who are engaging in distance learning LaunchED@Home 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.
22. Teachers engaging in distance learning LaunchED@Home 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.
23. Regular attendance and grading policies will be followed while engaging in distance learning LaunchED@Home.
24. The District will ensure that employees ~~and students~~ who are engaging in **distance learning LaunchED@Home** 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. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator.

25. The District will provide employees with ~~approved~~ learning platforms to conduct ~~distance learning~~ LaunchED@Home. ~~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.~~
26. ~~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.~~
26. Employees who are engaging in ~~distance learning~~ LaunchED@Home will be given the option of conducting it from a classroom.
27. Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or rooms areas used by bargaining unit employees for concerted activities. 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.
28. Teachers may record their own lessons at their discretion.
29. ~~Employees shall be guaranteed the opportunity to return to their same worksite and position.~~
30. ~~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.~~
31. 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.
32. When disciplinary action is being considered, recommended action will be based on totality of the evidence, ~~rather than the video recording(s) in isolation.~~

33. 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~~ **Code of Student Conduct**.

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 to the extent feasible.

34. ~~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).~~
35. ~~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.~~

36. ~~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.~~

34. Employees shall not be disciplined or held responsible for damage to District equipment unless the equipment is damaged due to the negligence and/or intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate ~~distance learning~~ LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or students. To the extent a teacher is witness to any acts of child abuse, neglect or abandonment while teaching under the LaunchED platform, the teacher will be responsible to report such abuse, neglect or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing ~~distance learning~~ from their home environment LaunchED@Home 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.
35. 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~~ LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

Workload

36. ~~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.~~
36. ~~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.
36. Employees will be notified of their work times, schedule and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.
37. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

38. 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.
39. ~~The District will secure additional trained substitute teachers for absences and associated with COVID-19.~~
40. ~~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.~~
40. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum, and The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically in the timeframe required by the lesson plan settlement. ~~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.~~

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

Evaluations

42. ~~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.~~

43. ~~Pending State approval, the District shall waive evaluations for the 2020-2021 School Year.~~
44. ~~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.~~
45. ~~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

46. ~~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.~~

~~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.~~

42. ~~Supplies Supply 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.~~
43. 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

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

44. Where feasible, extracurricular activities such as clubs and student organizations ~~will~~may 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~~ December 30, 2020, School Year unless otherwise mutually agreed to by the parties in ~~the~~ writing.

Executed on this day, _____ of _____ 2020.

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 July 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding pre-planning days for the 2020-2021 School Year.

WHEREAS, the CBA Article XV.B.1 states:

“Six (6) days of pre-planning prior to the first student attendance day, one of which will be a voluntary Staff Development Day, and two days of post-planning following the last student attendance day.”

~~**WHEREAS, The parties agree that there is a need for additional pre-planning days for the 2020-2021 School Year in order to meaningfully train and prepare bargaining unit employees on new instructional modalities and safety protocols necessitated by the COVID-19 pandemic.**~~

~~**WHEREAS, the School Board approved the additional pre-planning day to be on July 31st.**~~

WHEREAS, on June 11, 2020 the parties entered into a Memorandum of Understanding “to clarify the expectations of the first day of pre-planning for the 2020-2021 school year.”

WHEREAS, due to ongoing impacts of COVID-19, the School Board needs to delay the start of school.

NOW, THEREFORE, it is agreed as follows:

- ~~**1. 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 as memorialized in the June 11, 2020 Pre-Planning MOU. For the 2020-2021 School Year, pre-planning will take place from July 31, 2020 through the first day of student instruction. Any additional pre-planning days beyond the six (6) days of pre-planning contemplated by Article XV.B.1 of the CBA shall be used by instructional staff for planning or training as outlined in this MOU, including professional preparation for the school year and**~~

~~adjustments/considerations associated with the unique circumstances associated with COVID-19.~~ The 2020-21 School Calendar is changed to reflect a student start date of Friday, August 21, 2020; therefore, in keeping with Article XV.B.1., the first day of preplanning shall be Thursday, August 13 2020.

In addition, the parties agree to establish three (3) additional days immediately prior to the scheduled preplanning days. These days will be funded by changing three paid days to unpaid days during the contract period of August 13, 2020, to June 10, 2021. These days are:

- New Year's Day Holiday – January 1, 2021
- Memorial Day Holiday – May 31, 2021
- Last Day of Postplanning – June 10, 2021

~~2. 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.~~

2. For ~~all the first~~ pre-planning days ~~and activities~~ August 10, 2020, Instructional Personnel will be allowed to select from the options outlined in the June 11, 2020 Pre-Planning MOU including:
- a. Work in their classrooms;
 - b. Work from home;
 - c. Take a personal or sick day; or
 - d. Take leave Without Pay

As memorialized in the Pre-Planning MOU, “[t]eachers who opt to work from home will notify their administrator of that choice, and will provide their administrator with a brief summary of work completion.”

3. The parties will work together to structure adequate planning days and training time required by this MOU, starting on ~~July 31~~ the first day of preplanning, and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. The District will provide meaningful and sufficient training, guidance, and instructional materials on:
- a. 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.
 - b. How to select and use appropriate video and other technology platforms and best practices for remote work and for the delivery of instruction and student support services via ~~distance learning~~ LaunchED@Home.

~~All~~ Ttraining ~~will~~ may take place virtually and will be completed by no later than the first day in which the employee is required to implement it.

4. Any and all meetings involving bargaining unit employees including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, 504 plans, Meet the Teacher, and Open House will be held ~~virtually~~ consistent in person with required social distancing and face covering or may be held virtually at the discretion of the administrator. Virtual meetings ~~will not~~ may 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.
5. To maximize health and safety protocols, instructional personnel ~~will~~ may be screened via temperature check, following District guidelines, and required to wear protective face coverings when they are within six (6) feet of others. District will provide masks, as needed, hand sanitizer and disinfectant wipes or cleaner. The school custodial staff will disinfect classrooms daily including tabletops, chairs, bathrooms and water fountains.

Executed on this day, _____ of _____ 2020.

For Orange County Public Schools

For Orange County Classroom
Teachers Association

W. L. Doromal

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President