

# MINUTES

CTA CBLT

Via Zoom

July 29, 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
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	John McHale	District	Stephanie Wyka	District
Ian Gesundheit	District				

## Additional Attendees/Guests

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

## Minutes

<b>Jim Preusser</b>	Good morning Wendy. We are ready to go when you are.
<b>Wendy Doromal</b>	I am waiting for Mark. I will read opening statement while we are waiting. (CTA did not provide a copy of the opening statement)

<b>Mark Richard</b>	<p>Good morning. I want to take a moment to ground us to where we are. This is the worst pandemic of our lives. We are the largest public employer in Orange County. We have superior administrators and teachers. In all candor this is taking too long. I am calling to get things done immediately. There is no do over. We proposed ground rules on June 22 you did not counter until July 16, we have a response today. We can't even get ground rules done. You all are too concerned with maintaining control. We are tired of asking which schools have had outbreaks. Miami-Dade tells everyone. I don't know if this will ever end. Shame on us for not getting ground rules done. Our MOU is like an arm wrestling match with you striking out everything. We are feeling conflict. CDC is only guidelines but it is all we have. We are having linguist gymnastics. Superintendent Jenkins' ink should be on the ground rules. The ground rules and MOU should be signed today. Public schools are not owned by you or us, they belong to the public. The only thing that counts is getting something down. We are beyond frustrated. Teachers are scared to death. They are worried for students. They are scared about taking the virus home. Will August 21 still be brick and mortar if surge is still this high? Science should prevail. If the District is threatened with FEFP funding, so be it. History will record how we responded and how quickly. History will remember bureaucratic, slow, political...we are not going to stay quiet. I see no hope, please prove me wrong.</p>
<b>Jim Preusser</b>	<p>Thank you for your comments. I know you have two proposals that you are going to walk us through. Concerning Page 2 ground rules: appreciate the movement. Let me talk about it with my team. We can come to agreement on page 2 today. Moving to the MOU: it is a 15 page document. There are some things we have agreed to in the proposal. I would like to start narrowing the gap. Let's focus on things we have disagreement on, so we can shore these things up. I want to get a framework for agreement. I appreciate the color coding in the MOU. I want to narrow the gap to get to agreement. We want to get to agreement, including the Superintendent and the Board. I will turn back over to you to walk through the proposal.</p>
<b>Wendy Doromal</b>	<p>We want to share emails from teachers at this time.</p>
<b>Farrah Hawkins</b>	<p>Email: Concerned about being high risk. Some people are not being recognized as high risk by ADA. Maybe asthma is not severe enough. They are putting themselves and family at risk. What safety measures can be put in place for them?</p>
<b>Albert Davies</b>	<p>Email: This teacher is concerned about safety. Administration placed a student on my roster that should not be there. I saw that during summer, the staff were not wearing masks. I have chosen LaunchEd@Home, concerned I won't get it.</p>
<b>Clinton McCracken</b>	<p>Email: Middle school teacher, member of CTA. I worked summer school. A student's father and sister contracted COVID. We were not told about it until the next to last day of summer school. The District said we didn't have enough direct contact. We could get tested if wanted to but the District didn't tell them to do that. I am very stressed. The need for income has outweighed my fear.</p>
<b>Wendy Doromal</b>	<p>Does everyone have a copy of MOU ground rules? (See Appendix A)</p>
<b>Jim Preusser</b>	<p>We are good to go.</p>

<b>Wendy Doromal</b>	<p>We added back in opening first paragraph. And points 1-7.</p> <p>On page 2, the only change in #2 was to add the word “readily”. Because we have not received it readily. We kept your last sentence.</p> <p>#3: we struck “may” and added back in “will”. It is important for us to hear information first, we need to be treated with respect as a union and a voice for 14,000 bargaining unit members.</p> <p>#4 accepted 2 blocks. We won’t agree with face to face for students or teachers as long as the CDC guidelines of a 5% positivity rate along with 14 day decline in cases cannot be met.</p>
<b>Jim Preusser</b>	Should I comment on this or go to next proposal?
<b>Mark Richard</b>	Let’s get comments here.
<b>Jim Preusser</b>	So on page 1. Much of what you incorporated in this proposal is in the fifteen page MOU. It is duplicated here. We are ok on “readily”, but have to change back to “may”. I appreciate the movement. We are ready to sign today on page two.
<b>Wendy Doromal</b>	We are not going to delete anything on page 1. There are lax protocols, no masks, no PPE. We are not risking lives. It is amazing to me that you would strike it out.
<b>Jim Preusser</b>	We struck it out because it is incorporated in the next proposal. Health and safety and temp checks is under #3 on the other proposal. We do say what will happen when someone gets COVID. There is a section about PPE and training. It is duplicated in this proposal. The ground rules are on Page 2 to me. Let’s go on to larger proposal, we would love to hear your counter again.
<b>Wendy Doromal</b>	The ground rules are for safe reopening. Strike that and lose the purpose of the MOU.
<b>Mark Richard</b>	The MOU is titled that way for a reason. We want everyone to see what Dr. Jenkins won’t sign. We expect to see her initials immediately. This is our North Star. Duplicated? What are we talking about? I am accepting that the District and the Superintendent won’t sign. We can’t get agreement, but at least get agreement on this, our North Star. Put pen on paper. This is insane. We don’t want to break HIPAA but we want to know where the cases are. On #3, will/may, I’ll let you live with that. I want everyone out there to know that District thinks you don’t have the right. It is deafening to the ear.
<b>Jim Preusser</b>	I understand what you are saying on page 1, but it is incorporated in the larger MOU. On page 2 if you are saying will, we have reached out to parents, etc. If you are saying will then we have agreement. We are not gutting anything. You are upset because I am saying no.
<b>Wendy Doromal</b>	No, you are showing your colors over and over. Please tell us when you are done talking. That will help us.

<b>Jim Preusser</b>	The language in the proposal on page 1 on guidelines is in the other MOU. You are forcing me to sign by saying the Superintendent won't sign. That is inappropriate. Page 1 is in other proposal, you have modified it and I would like to hear the reason. All the stuff I proposed to you has been removed. Let's move through this proposal.
<b>Mark Richard</b>	Whether they are here in both documents, is a smart thing. You'll sign off on these on the other MOU.
<b>Jim Preusser</b>	There are many things we have agreement. Let's establish a framework on settlement. Things we agree to let's set aside and work on other language. If I can agree to those elements in the larger MOU I will do so.
<b>Mark Richard</b>	This is the most frustrating back to school bargaining I have dealt with. The virus is the pressure, respirators are the pressure. Not us. It is remarkable to me that we can't sign these ground rules. The word 'will' means you will get feedback from stakeholders today, tomorrow, etc.
<b>Wendy Doromal</b>	If parents don't give preference, was going to default to face to face. You have reversed that now. Parents get a choice, teachers get a preference that says it all.
<b>Jim Preusser</b>	Let me respond. To say that the Superintendent or the Board want to open in an unsafe manner is incorrect and inappropriate. Let me speak now. The Superintendent has the best interest of the students, employees and community at heart. We want to listen to the other proposal and establish a framework for agreement. Let's tackle the things on which we have a disagreement.
<b>Mark Richard</b>	Are you willing to bargain at nights and weekends? We don't want to hear the District is closed. Let's identify the differences and work this through until it is finished. Let's meet a self-imposed deadline. Let's go to two in the morning for the kids. Roll up our sleeves...can we have that assurance in front of the public now? Get this done for the kids. We can start at 7 AM. Let's mutually agree to get this knocked out.
<b>Jim Preusser</b>	We can talk about availability. We are willing to give any hours we need next week. We can pass documents between each other in the meantime. Take the agreements off to the side and work on our disagreements. You will have full availability from me and to come to agreement. Let's talk about this at the end. We want to hear your other proposal.
<b>Wendy Doromal</b>	We want to put back our opening. We want it referenced here.  Health and Safety section. We will stick with our language in #1. We won't strike that we won't follow CDC guidelines.  #2: Kept our language, recommended by medical experts and CDC.  (See Appendix B)
<b>Jim Preusser</b>	May I make a comment? For me #2 is a jurisdictional issue. It belongs to OESPA.
<b>Wendy Doromal</b>	We care about the bus drivers, the teachers who meet students and the parents who meet the drivers and put them on the bus. Students get off the bus and mix with everyone in the school.

<b>Laketa Jimenez</b>	#3: Health/Temperature checks. We need clear protocols for backups, and when we use classified employees.
<b>Matt Hazel</b>	#4: Limited walkthroughs and visitors: We understand there are valid reasons for administrators to have multiple walkthroughs, but we are not in normal times. We need a limited number of people in classrooms. It is vital in these times. One person is enough for evaluation. #5: We are updating emergency plans with a-i included.
<b>Laketa Jimenez</b>	I would like to make a comment. In #5, The concern is that your language usurps the District's ability to format an emergency plan. If it said the District will do the following things in a-i, there are some things there we agree with.
<b>Wendy Doromal</b>	Excuse me. Want to make sure Mark is on to hear John speak.
<b>Mark Richard</b>	I am here.
<b>John Palmerini</b>	(#5.d.) There are various statutes that protect employees. In trying to protect all employees, we don't want to inadvertently give out information we should not. We will contact those that have had contact with a person with the virus. If there is wide public distribution, it will out the person who has COVID. The law says we can't get inadvertently what you could not get directly. When we tell the facility, it could disclose the person inadvertently.
<b>Mark Richard</b>	I think you all are very wrong. Other districts are doing this, Publix is doing this and other private companies are doing it. If we don't disclose the name, every parent and employee should know that the facility has had a positive case. You can't possibly know every person that they have been in contact with for the last 14 days. We believe in the privacy, unless you have a facility that has a small number of people. But there is no reason to talk about this, you have made your decision and we have made ours.
<b>Wendy Doromal</b>	The District is careless and not considering the welfare of teachers and students. (Referring to #4)
<b>Matt Hazel</b>	Continued to read the rest of #5.
<b>Jim Preusser</b>	Every school is going to be different in how the parents of students are making choices. On #6, it appears that you won't have any face to face. Is that correct?
<b>Wendy Doromal</b>	Not saying that. Social workers will not make home visits. That is ridiculous. Social Workers could meet one-on-one with parents in school in a safe setting. Special needs students could meet at school for meetings. We don't want teachers transferred to another school for face to face.
<b>Jim Preusser</b>	Understand, that you will not have a complete class that won't choose face to face. It will be a mix. It would be prudent to understand what the accommodations are to fulfill them.
<b>Wendy Doromal</b>	And you need to understand that teachers won't go in for face to face. Teachers who thought they would go in face to face may back out once they find out what is going on. Teachers get preference, parents get choice. The District is not being realistic.

<b>Matt Hazel</b>	It sounds from listening to the District that they think there will be a big mix of students at home and in class. This is a huge logistical problem. Teachers won't risk the lives of themselves or families. We value the health of our bargaining unit.
<b>Clinton McCracken</b>	Teachers are uncomfortable with sharing medical information for this accommodation. Teachers don't want to drive to the other part of the county.
<b>Maribel Rigsby</b>	Availability depends on where you work. There are some schools that will have majority of face to face. Teachers won't have an ability to get a remote assignment. There will be no equity for those teachers.
<b>Wendy Doromal</b>	The other thing I want to point out is that teachers are very concerned about having to teach a mixed class. It is not going to happen. Teaching two classes simultaneously is not in the Contract.
<b>Jim Preusser</b>	There will be a mix of students...do you recognize that? That is why we wrote it that way. How would you identify high risk teachers without accommodations? What we are saying, is that we have a process that goes to the ADA office. Anytime anyone is seeking an accommodation it goes through that office. We want to be able to accommodate as best we can, based on student demand. There are lots of variables that are part of the discussion.
<b>Wendy Doromal</b>	Where and when you can is concerning. You have not shared any of this stuff, we have to find it on the website. You have made these decisions already and have determined who will be safe at home. Teachers are freaking out. This is a big mess. It was not well planned.
<b>Jim Preusser</b>	How would the union provide support for students that should be face to face?
<b>Wendy Doromal</b>	One of the things I am hearing is that parents have to get back to work. Public education has to be the remedy for everything. We are not baby sitters. In other first world countries, the company provides child care. This is a societal problem. But one we need to address. I think what the School Board said is true, have to look at churches and other places so parents can leave kids there to do distance learning. Schools cannot be used as baby sitters. And that is why I said it would have been lovely to work this out beforehand. This plan is not going to work. Teachers telling me they will walk, if they have to go to another school because they are not as sick as someone else.
<b>Jim Preusser</b>	We've had six months where many students have not been involved in learning. There is a need for children to come back face to face. We've had a strong portion of the student and teacher population choose to come back face to face and teachers, at least 30%.
<b>John Palmerini</b>	This is an ADA office concern; my office. Be assured Michael Graf does everything to protect the confidentiality. He does not release details. He keeps separate files away from personnel files. Teachers should not be concerned that their underlying health condition will go back to principals or supervisors. He doesn't say what it is when he tells the supervisor the teacher has an accommodation.
<b>Matt Hazel</b>	Will he make decisions on who is less sick?

<b>John Palmerini</b>	He will not be making decisions on who is less sick. If we needed a teacher face to face...and only have one teacher for the class, we will look into everything to see how we can make it. For those who have accommodations, the first choice is to give them LaunchEd@Home, but if a teacher is needed face-to-face we will make accommodations so the teacher can do so.
<b>Wendy Doromal</b>	Doing what you can is not reassuring.
<b>John Palmerini</b>	LaunchEd is our first priority for those who need accommodations. At some point we have to respond to the number of children showing up on campus.
<b>Maribel Rigsby</b>	Will a teacher be transferred to another school for face-to-face? Will they have to sign a waiver?
<b>John Palmerini</b>	If there is a LaunchED position at another school, we will gather all the LaunchEd vacancies and we will ask the teacher if they want to go over. If there is not a vacancy, and the teacher says they will stay, then we will have the teacher doing face to face. We are not going to ask anyone to sign a waiver. I would not recommend it later either. If the teacher refuses to take it, then we have done everything we can for that teacher.
<b>Mark Richard</b>	What are you telling them to do?
<b>John Palmerini</b>	We are telling employees to contact Michael Graf that they are high risk or caring for someone who is high risk. Michael will then ask what their high risk is. He will inform the supervisor of determination. If the site has a LaunchED position in their certification, then that accommodation will be made for that teacher. I can't tell you that each and every teacher will get that LaunchED accommodation. For those persons living with a high risk, the same thing applies. Michael Graf will ask for documentation and that will be kept private in his office and he will make the determination. If their school has LaunchED position vacancies, then that person will get it.
<b>Mark Richard</b>	I don't know the size of his office, but we already know from the Insurance committee the percentages of populations who are over 65, those who have diabetes, etc. Every teacher WANTS to work at school. What if he says they need medical appointment in order to process their accommodation? It's hard to get appointments. What if they have psychological problems? Why, if it is a clear issue? What is the dispute process? How can it be unreasonable when you had distance learning last spring? I don't see that he has the capacity.
<b>John Palmerini</b>	We will have all hands on deck in my department. We have had people falsify, so we have to be in a position to verify the claims. I understand about doctor appointments. We were all distance learning in the spring. Now we have an executive order to provide face to face. We are going to work as quickly to process the requests. Some teachers over 65, may say they want to work face to face. We can't prohibit them from working face to face.
<b>Mark Richard</b>	We are not asking you to do that.
<b>John Palmerini</b>	Generally speaking. That's why we want teachers to contact us.

<b>Mark Richard</b>	This is going to end up with a lot of litigation. I would like to work with you offline. If someone has lupus, no reason they should have to ask for an accommodation.
<b>Wendy Doromal</b>	I do not believe that Michael Graf could handle all of the requests that you could get. Just the stress from thinking you are going to carry the virus home is mentally stressful and that is an accommodation. It is ridiculous that the District is going to open schools.
<b>Maribel Rigsby</b>	Will the transfer be a permanent or temporary transfer? If not enough availability in the school and teachers have same certification, will it be based on seniority? How will the principal make the selection?
<b>Wendy Doromal</b>	Why shouldn't we bargain how it is chosen?
<b>John Palmerini</b>	We have to reasonably accommodate. We are not talking about deciding a transfer. I have not seen a proposal.
<b>Wendy Doromal</b>	Are you on the bargaining team now, John?
<b>John Palmerini</b>	Let me finish my thought here. There is no intent to make the transfer permanent. The intent to get through the year. We want to get them back to where they came.
<b>Matt Hazel</b>	#7-read. No comments made from either team. #8 read
<b>Wendy Doromal</b>	The employee will notify the administrator. We are not going to have our teachers contact Professional Standards, which is a disciplinary office, about having the virus.
<b>Jim Preusser</b>	The office is the point of contact in the District.
<b>Wendy Doromal</b>	We are not going to allow that, it is unreasonable.
<b>Matt Hazel</b>	Continued to read #9 through #29. No comments made from either team. Started on Training section reading #29 through #33.
<b>Jim Preusser</b>	I would like to comment on preplanning, if I may. As you know, we have an MOU for the first day of preplanning that addresses options. Teachers have an option to work at home or at school, they just need to work with principals. Teachers will have the same options to work all six days of preplanning.
<b>Wendy Doromal</b>	How will that affect social workers, etc.?
<b>Jim Preusser</b>	Let me get back to you.
<b>Wendy Doromal</b>	You want to bargain this or unilaterally decide?
<b>Jim Preusser</b>	It is not an issue to give them a choice.
<b>Wendy Doromal</b>	It is an issue because our Contract says they don't have to work in an unsafe environment. Clearly, it is unsafe. Mark, do you have an opinion?
<b>Jim Preusser</b>	Preplanning is specific to 10 month employees only.
<b>Wendy Doromal</b>	The Contract does not say that.
<b>Jim Preusser</b>	We believe it does.



<b>Wendy Doromal</b>	Well, we have social workers. We want to bargain for them. We want to bargain for teachers who are not in a classroom situation. You are being a wise guy.
<b>Jim Preusser</b>	I am asking for clarification. I need to know the other groups of individuals that you want to identify for that discussion. 10 month employees would have the option.
<b>Jim Preusser</b>	I do need to get off this call soon because I have another bargaining session.
<b>Matt Hazel</b>	<p>Read the LaunchED section starting with #34 through #51. No comments made from either team.</p> <p>Read the next section: Workload starting with #53 through #60. No comments made from either team.</p> <p>Began next section: Evaluation #61-#64. No comments made by either team.</p> <p>Began next section: Electives #65 through #68. No comments made by either team.</p> <p>Began next section: Terms and conditions: Read all 4 paragraphs, No comments made by either team.</p> <p>Read the Duration clause.</p>
<b>Jim Preusser</b>	<p>Thank you Matt. I have a couple of things to address. As you went through the proposal there are some things you struck through and no new language. I can work with you to sort out with what we can agree. We can prepare language to work out the differences.</p> <p>And, I want you to think about something. As we look at the nine days of LaunchED at home, if we were able to trim instructional minutes, where would you put it? We don't want to dictate what you do for those first nine days, and would like your input. If we would be able to trim hours throughout the day, where would you want to put the time sometime at other points in the year?</p>
<b>Wendy Doromal</b>	Send me the instructional hours broken down throughout the year and we will look at it.
<b>Jim Preusser</b>	I have another bargaining session in 30 minutes. Let's talk about meeting dates: I can give three dates next week: August 5th and 6th all day, and August 4th in the afternoon. If we need to go longer I can do that.
<b>Wendy Doromal</b>	We are available August 3rd, 4th, 6th and 7th all day
<b>Jim Preusser</b>	Let me see if I can extend time to go all day on the 4 <sup>th</sup> . I can do all day on the 6 <sup>th</sup> for sure. I will send you an email to confirm. Anything else Wendy to say for the day?
<b>Wendy Doromal</b>	We will wait for your counter.
<b>Jim Preusser</b>	Thank you for your time today. Good bye.

# 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. The parties recognize that some information requested by the Union may require additional time and research.
3. The parties ~~will~~ may seek and consider input from parents, students, employees, local health authorities, and other stakeholders. Notwithstanding the receipt of input, neither party will be required to adopt or implement such input.
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.

These ground rules will expire upon a fully executed Memorandum of Understanding (MOU) between the parties regarding the reopening of schools for the 2020-2021 school year.

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). This Memorandum of Understanding relates to safely reopening schools for the 2020-21 School Year.

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 ~~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.~~

The best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual

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 including any updates~~ the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County. ~~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 t~~ 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 ~~may~~ may conduct daily health checks, including temperature screening and symptom checking of staff and students, as long as it is a best practice, 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 ~~“If~~ 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.” The District will also encourage parents and employees to conduct at home temperature checks before coming to school.
- The best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual
4. The District shall limit nonessential school site and classroom visitors. ~~to the extent feasible~~ The frequency of walkthroughs will be limited and no more than one two ~~two~~ persons s will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors who are deemed essential, including for walkthroughs, ~~must~~ may undergo a health check as provided by paragraph 31 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 do ~~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 OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19. OCCTA will be provided with a daily weekly update of relevant these worksites.
    - e. Following CDC guidelines on how to 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.
- The best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual

- f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive. The District will establish clear guidelines for this activity.
- g. Identification and contact tracing in ~~accordance with CDC guidelines.~~ conjunction with the Florida Department of Health in Orange County.
- 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.

The best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual

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 model and~~ indicate a preference for a LaunchED@Home assignment to teach or conduct work-related duties 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 to the extent feasible. and tThe District will work with them on their remote status and /or accommodations. Employees will not be required to apply for ADA accommodations.

The employee shall be guaranteed to may return to their same worksite and position, if available.

7. ~~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: Consistent with CDC recommendations: COVID-19 positive employees and students will be required to stay at home. Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-10 may be placed on medical relief of duty.~~
- a. ~~If an employee or student has had COVID-19 symptoms they may not return to school until they 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 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.~~

- ~~8. 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. If an employee is sent home due to a COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Employees may also be eligible for paid Emergency Sick Leave or Emergency FMLA under the Federal Families First Coronavirus Response Act (FFCRA – HR 6201). Once employees have exhausted all available leave and/or federal benefits, he/she must use unpaid leave.~~

~~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 consistent in person with required social distancing and face covering or may be held virtually at the discretion of the administrator 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.

Non-classroom instructional staff can make arrangements with their Administrator to complete job duties which do not entail student contact remotely to minimize possible COVID-19 exposure and spread, such as virtual meetings, report writing, and document preparation.

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 if requested as required, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers for employee's desks and/or table when requested, 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 best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual

~~The District will provide no-touch hand sanitizer at the entrance of schools and inside and outside each classrooms, 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 upon request, 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-~~ Nurses, Lead Nurses and ESE teachers including those who work in self contained classrooms will be provided with protective gowns ~~where needed~~ 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, which could put their health and safety at risk.
14. Bargaining unit employees, including but not limited to 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.~~
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.~~ **Teachers will be allowed to have fans or air purifiers in their classrooms or offices.**
18. The District will require ~~each~~ **every** 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.~~
  - a. **The parties acknowledge that certain classes or activities may require additional physical distancing due to increased risk of spread (e.g., chorus, music, dance, band, physical education).**
  - b. **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~~ **Lunch duty will be voluntary. Members of the bargaining unit will not be mandated to watch students during lunch time. Students will not eat in classrooms.**
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~~ **that is approved by OCCTA.**
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~~ when students refuse to follow instructions to practice safety protocols. ~~unless the employee takes no action to correct the noncompliance;~~ **Teachers will also not be held responsible for** any adverse consequences of face coverings<sup>3</sup>, COVID-19 cases traced to their classroom<sup>3</sup>, or curriculum requirements that cannot be followed due to social distancing requirements or class closures.
25. School administrators, ~~after being informed by instructional personnel,~~ will **promptly** 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 reported to the Office of Professional Standards.
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." ~~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.~~
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**

29. 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.

30. 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 all teachers who will be teaching through the LaunchED platform.
31. 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.

**32. All pre-planning will be conducted virtually.**

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

**Distance Learning-LaunchED@Home**

34. 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.
35. 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.
36. Regular attendance and grading policies will be followed while engaging in distance learning LaunchED@Home.
37. 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~~ **and it will be provided within 48 hours.**
38. 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.~~

39. All students, whether or not they are engaging in **distance learning LaunchED@Home**, must be able to activate OCPS school accounts without having to be on campus.

40. Employees who are engaging in ~~distance learning~~ LaunchED@Home will be given the option of conducting it from a classroom.

40. Cameras for live streaming will be available for teachers. Cameras will not be **permanently** installed in the **classrooms, offices, or rooms or** 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.~~

41. Teachers may record their own lessons at their discretion.

42. ~~Employees who are transferred or relocated shall be guaranteed the opportunity to return to their same worksite and position.~~

43. ~~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 their worksite Administrator if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal. Employees will not be required to report if they are sick or absent to Professional Standards.~~

44. 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.

45. ~~When disciplinary action is being considered, recommended action will be based on totality of the evidence,~~ rather than the video recording(s) in isolation.

46. 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.~~

47. **If needed, 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).**

48. ~~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 working are not required to use their personal phone.~~

~~If a teacher is 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.~~

49. ~~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 the principal if a student is not engaged in the assign 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.~~

50. 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**



~~w~~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.

51. 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**

52. ~~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.~~
53. **A Teachers will not be required to perform both on-campus face-to-face and distance learning LaunchED@Home simultaneously. The parties will negotiate a process to determine teacher assignment of on-campus face-to-face or distance learning LaunchED@Home 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 LaunchED@Home positions at their worksite.**
54. 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.
55. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
56. 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.

57. The District will secure additional trained substitute teachers for absences and leave associated with COVID-19.

a. In the absence of substitutes and in light of the pandemic, classes will not be split during the 2020 - 2021 school year.

58. 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.

59. 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 following guidelines established in the lesson plan settlement. Teachers shall have 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.~~

60. 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

61. 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.

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

65. Electives, such as visual / performing arts 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 elective (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. To minimize sharing of materials, adequate equipment, supplies and equipment storage will be provided. Each art classroom will have a non-portable sink.

66. ~~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.~~
67. 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

68. ~~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.