

# MINUTES

CTA CBLT

Via Zoom

August 4, 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

Jennifer Fowler	District	Mark Richard	CTA	Mike Winter	District
Lucia Piva	CTA	Krista Russell	District (Notetaker)		

## Minutes

<b>Jim Preusser</b>	Wendy, did you receive our counter proposal? Lucia did you get it? (See Appendix A)
<b>Wendy Doromal</b>	<p>Yes, we have it.</p> <p>I guess we are ready. I will read an opening statement. And then I will share concerns about yesterday's preplanning day. Mark Richard has an opening statement. And we have emails to share.</p> <p>Highlights of Opening Statement: We are in a "fight for our lives". This employer does not give a damn about them, as teachers or human beings. We are sacrificial lambs. The threat of losing funds was more than losing lives. Our leaders are acting as cowards. Their moral compasses are broken. Teachers are disposable. Annual contract teachers can come in, because they obey administrative threats or directives.</p>
<b>Mark Richard</b>	I am trying to read the MOU, it's stunning. It appears to be disappointing.
<b>Maribel Rigsby</b>	Email: "Preplanning consists of two hours mandatory training, meeting teachers, canvas training, Skyward training, etc. Teachers are doing something new that has never been done before. Teachers are working more than the required work day. I am working at school and then have to work at home to finish

<b>Clinton McCracken</b>	Email: "I am currently fighting COVID-19 from home and have been for the last six weeks. I am waiting on another test to see if I am still positive. I am still symptomatic. I am terrified to go back to school face to face and I have asthma."
<b>Ladara Royal</b>	Email: "I moved here from the north six months ago. I am considered a high risk, a cancer survivor. I can't go into a classroom. If my request is denied I will have to consider my health. I am appalled."
<b>Farrah Hawkins</b>	Email: "I will be face to face teacher. I have a baby at home and elderly in-laws. I need to know my options. Will we stay LaunchED after the nine days?"
<b>Nicholas Anderson</b>	Email: After reviewing the District's counter from last week, I feel that the expression of support given by the Board members last week was not echoed in the words of the document. "The counter is expressed in flaccid terms, there is no clear guidelines for masks. Teachers are expected to be the beginning and end of all COVID-19 issues."
<b>Mary Grace Surrena</b>	Email: This is from a school psychologist. "Conditions at my school are not favorable. An unmasked clerk took my temperature. A custodian approached me while I was eating. He was not masked. He is now is being tested for COVID. I can't return to work when the students come back. I will either have to take leave or resign."
<b>Laketa Jimenez</b>	Email: "I requested LaunchED@Home. I would be ok coming into work if there were no students. I was told that to teach at home I must have accommodation. I can't take a leave and afford the insurance premiums."
<b>Megan Oates</b>	Email: "I have questions about LaunchED@Home. I can't have true LaunchED@Home, it has to be blended. I do not have time to revamp for this. I live with a high risk person. I don't want to apply for an accommodation because I am scared I would be transferred to another school."
<b>Matthew Hazel</b>	Email: "I was contacted by my principal that she cannot fulfill my accommodation. So now I can't telework. What are my options?"
<b>Albert Davies</b>	Email: "I teach 8 <sup>th</sup> grade, I reported to work, there were no wipes or hand sanitizer provided. I can't afford to buy them. Is this happening only at our school? I see hand sanitizer in the main office but not in our classrooms."
<b>Maribel Rigsby</b>	Email: I have a list of concerns from the first day of school. Masks not available, not everyone is wearing a mask or wearing it the right way. No cleaning supplies provided for teachers. This is extremely concerning.
<b>Wendy Doromal</b>	Another concern we have is that a News You Can Use said that teachers could work from home during preplanning, but teachers were bombarded from principals saying they had to come in, deans, resource teachers, etc.
<b>Jim Preusser</b>	I would like to have an opportunity to review our proposal, to explain the rationale and the changes.
<b>Mark Richard</b>	I need to understand the legend.

<b>Jim Preusser</b>	First, I'd like to talk about the Health and Safety Procedures Manual. It was finalized last week. It was distributed to administrators, and they distributed to their staff. Wendy Doromal we sent it to you as well. Some strikeouts are because this has been covered in the Manual. For example, absences and school operations. The Manual has a very comprehensive approach including recommendations from the Florida Department of Health and local health officials. Where I have boxes in the proposals, these are items you have put in the proposal which are in the Manual. We believe we have engaged local health officials. It is a living document. Things will change. As I go through the proposal, you will see the boxes. I don't want anyone to think we are striking out because it is inappropriate. Other boxes speak to the fact that this language is already the Contract. To explain about the colors: new language of ours is in orange. We have thirty-five items where we have reached agreement. As I stated last time, we want a framework for agreement. I think we are close on many other items. Please give me an opportunity to go over the document.
<b>Mark Richard</b>	I want to ask you a question. You have taken out language we feel is important, and place a box where it is contained in the Manual. By not putting those items in the MOU, you would agree that you could change it anytime with no input from us?
<b>Jim Preusser</b>	We don't believe the items you put in the MOU need to be in the MOU.
<b>Mark Richard</b>	Let's agree that by taking it out you can change the Manual at any time.
<b>Jim Preusser</b>	If we change anything in the Manual it will be with information from the Florida Department of Health or local health agencies. You know information changes frequently. There are some components in the Manual that do agree with CDC.
<b>Mark Richard</b>	Our teachers had no input in the document...is that fair?
<b>Jim Preusser</b>	You did have input when we asked for comments.
<b>Mark Richard</b>	Let me finish, all you are doing is tap dancing. I am asking a simple question.
<b>Jim Preusser</b>	And I answered, let me go through the document.
<b>Mark Richard</b>	Let me ask again, you can change the Manual at any time?
<b>Jim Preusser</b>	Have you read the Manual? Do you have concerns?
<b>Mark Richard</b>	You have taken every reference out about the CDC. We haven't been asked for any input. We are going to invite you to classrooms so you can see for yourself what is going on. Why have you limited yourself to one area, the Florida Department of Health?
<b>Mark Richard</b>	Will you put the Manual in the MOU as a reference?
<b>Jim Preusser</b>	No.
<b>Mark Richard</b>	You are not going to get to your proposal until we get an answer.
<b>Jim Preusser</b>	You don't like the answers I give.
<b>Mark Richard</b>	Can we enforce the Manual?
<b>Jim Preusser</b>	You won't let me answer.

<b>Mark Richard</b>	Are you going to play games? Come on and answer the question.
<b>Wendy Doromal</b>	There has been no input from CTA. You have rejected CDC. Unilaterally wrote this Manual. We will read the Manual and compare it to the guidelines from the CDC. You are all double talk. It would have to be cited on every item in the MOU. The Florida Department of Health is under the supervision of the governor, who silenced health officials. Unless the language of the Manual will be cited we won't sign. We want the page number where the language is cited.
<b>Mark Richard</b>	I am assuming that the box will stay in there?
<b>Jim Preusser</b>	No, it won't stay. I am referencing it in there because you have said we won't have safety procedures for our students and teachers. Let me go through the document.
<b>Mark Richard</b>	I just want a yes or no. You are going to pull that box out?
<b>Jim Preusser</b>	The boxes are there for a reference only.
<b>Mark Richard</b>	You agree that we have no rights?
<b>Jim Preusser</b>	Let me get the proposal across. Now you won't let me get my proposal out.
<b>Wendy Doromal</b>	You struck all our language. Maybe we should go through the District's unilateral Manual.
<b>Jim Preusser</b>	No, I am going through my proposal. You can look at that during caucus.
<b>Wendy Doromal</b>	You struck all our protections from the MOU.
<b>Jim Preusser</b>	I am not going to be able to give you the page numbers of the Manual where I have referenced it in the document. I am going through our proposal.
<b>Mark Richard</b>	Are you telling us to ask questions at each point, or after you have finished?
<b>Jim Preusser</b>	You can do what you want. I will not give you the page numbers. We have thirty-five things we agree to.
<b>Mark Richard</b>	You have gutted what our most important things are. Can we share this document with the public?
<b>Jim Preusser</b>	Sure.
<b>Jim Preusser</b>	Top paragraph: Moved language from "whereas" to the top. Whereas: we put our language back in. Manual...
<b>Wendy Doromal</b>	I looked at it and I am confused. CDC recommends masks, the Manual is wishy washy. It doesn't say that everyone has to wear one.
<b>Jim Preusser</b>	Additional language in this MOU addresses this. Health and Safety #1, we crossed out CDC because our safety procedures are in our Manual. (Interruptions in the background) You are not letting me give our proposal.
<b>Mark Richard</b>	You be in charge and tell us when to ask questions.
<b>Jim Preusser</b>	Let me get through it and then ask questions?

<b>Mark Richard</b>	No, we like to ask questions about every item.
<b>Jim Preusser</b>	So Mark, you are asking some questions about #1?
<b>Mark Richard</b>	Can you see paragraph 1? What is the industry?
<b>Jennifer Fowler</b>	Many different industries, EPA, Harvard, Nemours, etc.
<b>Mark Richard</b>	We have seen several of these organizations that say schools should not open. Can you tell us which you used and which you did not?
<b>Jennifer Fowler</b>	It is not an all or nothing. Depends on the best practice of what we are looking at.
<b>Mark Richard</b>	Who decides the best practices?
<b>Jennifer Fowler</b>	All should be consulted for best practices.
<b>Jim Preusser</b>	(Interrupting), Mark, Jennifer has answered your question. You are trying to put her on the spot.
<b>Mark Richard</b>	She hasn't. Can I finish here? Yes, I am trying to put her on the spot. This is life and death. There are groups, given our positivity rate and infections, which say our schools should not be open face-to-face. So which ones are you listening to and which are rejected?
<b>Jim Preusser</b>	We have spoken ....I think we want to caucus.
<b>Mark Richard</b>	You are not the Chief Negotiator, Dr. Jenkins is.
<b>Jim Preusser</b>	We have submitted the Plan to the state, and in the emergency order we have to fulfill ...
<b>Wendy Doromal</b>	I will need a list of the industry advisory you have consulted.
<b>Jennifer Fowler</b>	So, some are peer and scientific papers, not consultants.
<b>Wendy Doromal</b>	I know, I read some of these papers. They are referenced in footnotes in CDC guidelines. And the names of health officials are referenced. Papers, people whoever.
<b>Jim Preusser</b>	Please submit your questions in writing.
<b>Mark Richard</b>	"As appropriate to Orange County." Who gets to determine what is appropriate to Florida or Orange County, Dr. Jenkins, who? You are asking us to rely on industry when we don't know what they are. Where does the buck stop because people are going to die?
<b>Jim Preusser</b>	Refer to the Executive Order. We are going to caucus for 30 minutes. You are not letting me get through my proposals.
<b>Mark Richard</b>	You are scared to answer the question. No, we don't accept you caucus.
<b>Jim Preusser</b>	We are getting off now and will be back in 30 minutes.
CAUCUS (From 12:05 PM to 12:47 PM)	
<b>Jim Preusser</b>	Please let Jennifer Fowler and Mike Winter enter when they get on the call.

<b>Mark Richard</b>	What procedure are you recommending? We are willing to go to midnight tonight. We want to go over every question. We prefer to go by one by one. There are broad fundamental problems with the Manual not being incorporated in the MOU.
<b>Jim Preusser</b>	First of all, certainly you can ask a question. But you were telling me not to answer a question. I am providing you a response related to that question. It would be better for me that you put the question in writing. It may be very specific to someone not on the call. It may be prudent for me to get on with the proposal and send me questions so I can get better answer.
<b>Wendy Doromal</b>	If you can answer, then do so, we can send you questions but we want answers tomorrow.
<b>Jim Preusser</b>	If you have multiple questions put them writing.
<b>Mark Richard</b>	I'm not going to do that.
<b>Jim Preusser</b>	I am talking about specific questions I can't answer or questions which need comprehensive answers, those I will need in writing.
<b>Mark Richard</b>	We will ask questions after each paragraph as many as we need to ask.
<b>Jim Preusser</b>	You need to let me answer the questions. With all due respect, you all read the entire proposal to us last week, for over an hour. You wanted us to sign something in an hour, but it took you over an hour to read the proposal to us. I want to give you answers. No one is trying to be an obstructionist. So Jennifer, I wanted to go back to #1, Do you have anything further?
<b>Jennifer Fowler</b>	I wanted to add about the different best practices. On the closing, lots of best practices provide guidance on safe reopening plans. I wanted to give an example to illustrate "as appropriate in Orange County". When the CDC says to use outdoor ventilation and open windows, it's a not a great strategy for Florida especially now in the heat of the summer. It creates other health risk factors. Natural ventilation would lower humidity in another part of the country, would not be appropriate in Florida.
<b>Wendy Doromal</b>	Fort Gatlin is a totally unsafe environment. How will breathing that bad air effect people?
<b>Jennifer Fowler</b>	They would need to let us know the issue and we will investigate.
<b>Wendy Doromal</b>	It's not safe right now, so where will they be located?
<b>Jennifer Fowler</b>	I won't make that decision to relocate, it's the administrator's decision.
<b>Mark Richard</b>	In paragraph 1, "the procedures shall be implemented in accordance with the recommendation of local health officials", who is going to decide what is going to happen when there is disagreement between the groups and agencies? Who in OCPS will make that decision and by what process?

<b>Jim Preusser</b>	I answered that earlier it would be subject to advice and orders from the Florida Department of Health. If the Florida Department of Health said it's not safe to open, that would be the recommendation. It is subject to what it says in the Executive Order—subject to the advice of the Florida Department of Health and local health departments.
<b>Mark Richard</b>	That is not what it says, it says it "shall be in accordance"...
<b>Jim Preusser</b>	You have already asked that question and I have responded.
<b>Mark Richard</b>	I am going to ask her.
<b>Jim Preusser</b>	Where we are today, there has been no indication that it is not safe to open.
<b>Mark Richard</b>	Has the Department indicated affirmatively that you can open the schools?
<b>Jim Preusser</b>	They would only tell us when not to open. You guys want to know a name. There is not name.
<b>Mark Richard</b>	Sure there is.
<b>Jim Preusser</b>	In order to have at LaunchED@Home, we have to provide specific assurances for face-to-face learning. If Dr. Pino came to us and recommended not to open, then the Superintendent and Board would make the decision. They have not done so. We believe that we have put together a good Manual with recommendations from the Florida Department of Health, Nemours, and Dr. Pino. There has been no changes in the Plan yet.
<b>Mark Richard</b>	You keep filibustering.
<b>Jim Preusser</b>	No, I am not.
<b>Mark Richard</b>	So you are saying that unless they say not to open the silence means that...
<b>Jim Preusser</b>	We have an order to open. It's called the Emergency Order.
<b>Mark Richard</b>	Your lips are on that Order, I'm going to pry them off. Is Dr. Jenkins saying the south Florida superintendents are breaking the law?
<b>Jim Preusser</b>	You tell me, you seem to know what the other districts are doing. Let me finish now. The Plan we submitted to the state was approved. That criteria is very specific. If you want LaunchED@Home, you must have brick and mortar. That is directly correlated to the Executive Order.
<b>Mark Richard</b>	You didn't answer the question.
<b>Jim Preusser</b>	I gave you the answer. If the Union is not going to allow the District to get the proposal across the table, then I am going to make a suggestion. This is not productive right now. I certainly listened to yours, then you can review the proposal and send me questions.
<b>Mark Richard</b>	That is an unfair labor practice.
<b>Jim Preusser</b>	No, it is not an unfair labor practice.
<b>Mark Richard</b>	No one in the rest of the districts talks like you do.
<b>Jim Preusser</b>	John, is this an unfair labor practice?
<b>John Palmerini</b>	Sure isn't.

<b>Mark Richard</b>	Ok John. I'm real proud of you guys. I want the public to see the Chief Negotiator and the Attorney when you said you would answer the questions, I would like to ask her the question.
<b>Jim Preusser</b>	Asked and answered. You don't like the answer, you want a name.
<b>Mark Richard</b>	Which best practice do you follow when they are contradictory?
<b>Jim Preusser</b>	I have already answered that question....subject to the advice and orders of the Department of Health.
<b>Mark Richard</b>	But Jim, you have doctors that say you should not open.
<b>Wendy Doromal</b>	I hear you saying this is in the Order. The School Board sent the waiver. (Quoted the waiver.) Your response is that the waiver is unnecessary.
<b>Jim Preusser</b>	30% of the parents of students want face-to-face. In some of our schools, they have over 50% of their students that want to come back face-to-face. Yes, I am going to reference the Executive Order and the Plan. As of right now, there has been no indication that we need to not reopen from the Florida Department of Health. I have answered your question.
<b>Mark Richard</b>	Would you agree that there have been industry consultants and the CDC that says we should not open?
<b>Jim Preusser</b>	Those individuals have weighed in on the Manual. We have to look at what the Executive Order says. It is very clear. We have students and teachers who want to come back face-to-face. We also believe we have put much in place to make them as safe as possible. The Manual speaks to masks.
<b>Wendy Doromal</b>	It says masks are recommended...
<b>Jim Preusser</b>	Give me examples.
<b>John McHale</b>	That was earlier, and those signs have been taken down.
<b>Wendy Doromal</b>	Maybe there should be a memo sent to administrators.
<b>John McHale</b>	There has been a memo sent.
<b>Mark Richard</b>	If there has been best practices and experts that are telling us not to open, who is going to resolve that conflict? The Florida Department of Health is saying nothing, and CDC according to their guidelines say schools would not be open. Other experts and best practices saying Orange should not open. (by data) Which one trumps the other? To whom do we look to say what you will do? In accordance with all of them...
<b>Jim Preusser</b>	If the Florida Department of Health came to us tomorrow and said we need to close, the Executive Order says we can close. They have not come to us and said that. Those individuals have weighed in on the Health and Safety plan. If there was something that would cause harm, they would provide us with that feedback. CDC guidelines are very broad, Jennifer gave you an example. I would like to move on to the next point. #2. This is a jurisdictional thing. It's OESPA's domain.



<b>Mark Richard</b>	We would agree, they are a part of AFT, too. However, this is a safety issue. These kids are going to come in the school and infect all of us. We have a duty as Florida law states that as teachers we have to protect the students. Are you going to reduce capacity, ensure social distancing? What are you going to do if not wearing masks, bullying others about masks? It is a safety issue. I can't believe you are rejecting this. What is the plan as of now regarding busses?
<b>Jim Preusser</b>	#2. Not appropriate for me to say what we are bargaining with OESPA right now. Refer to the Procedures Manual. (Read from the Manual.) I believe that we included in the Manual, it answers your questions.
<b>Mark Richard</b>	How many students do you believe will be taking busses now, as compared to before the pandemic? How many extra bus operators will you need to ensure social distancing?
<b>Jim Preusser</b>	That question would need to go to Bill Wen, Director of Transportation and he is not on the call.  #3. May conduct daily health checks,. The CDC guidelines change frequently. The Manual has a section about screening. "May" is not a "gotcha moment", what it means is that it may change.
<b>Mark Richard</b>	A doctor won't let you in without a health check. Who is deciding that is or is not a best practice? Do you not have to listen to Harvard, unless Florida Department of Health says so?
<b>Jim Preusser</b>	We have had a multitude of people weigh in on the Manual. CDC guidelines are very broad. You can counter the proposal. I believe the health monitoring and screening portion gives the information.
<b>Mark Richard</b>	Will/may. Who determines the best practices?
<b>Jim Preusser</b>	#4. Extent feasible. Walkthroughs back to 2. It could be up to 2, so we changed it back. Sometimes we have people coming onto the campus and would have to go through the procedures.  #5. Have some agreement on #5.
<b>Wendy Doromal</b>	I was talking to a teacher and she said someone was tested positive yesterday and no word had been given to employees because of District procedure.
<b>Mark Richard</b>	I am looking at 5d. Contact tracing...how does it really work? You are not going to tell anyone at the school that someone has had a positive test? When does the staff know? When will the community know so they can make some decisions about their students?
<b>Jim Preusser</b>	Some of these questions may be in litigation. In the Manual, there are sections that outline the procedure, and there is a flow chart the outlines the procedure step by step.
<b>Mark Richard</b>	Are you going to tell the parent or teacher at any point that there was a positive case at the school?

<b>John Palmerini</b>	If there are students who have come with close contact, we will inform them. We will not tell those who have not come in close contact. HIPAA regulations will not allow this.
<b>Wendy Doromal</b>	There are teachers concerned because they don't know who has been where in the school. It would be in the interest of all to disclose such information.
<b>Mark Richard</b>	It is shocking to us that you think that way. So a week later, 8-12 people at school get it. What then? You tell us when there is a lice outbreak. I can't believe there will not be a tipping point where you will inform the community.
<b>John Palmerini</b>	That is not what I said. It seems that you have a problem with the contact procedure the CDC uses. We are going to get our local health department involved with contact tracing. If they say to tell everyone, but in order to balance public versus private we will contact who is necessary.
<b>Mark Richard</b>	Have you looked at what other districts are doing? We are not going to violate privacy, but if you have a large outbreak you aren't going tell the community? What is the tipping point? We'd like to discuss it.
<b>John Palmerini</b>	Local health departments are there to help us with who to contact and when. Health departments work with us during the contact tracing. The Health Department will tell us to close the school.
<b>Mark Richard</b>	Your local health department doesn't have enough people to do the tracing at all your schools. Why not tell when it is a tipping point? If someone develops measles, you let the school know.
<b>Wendy Doromal</b>	My daughter had swine flu at Boone and it made the papers...let's move on to the next thing. The District is not going to protect teachers.
<b>John Palmerini</b>	I disagree with that characterization. To say that we won't protect teachers is beyond the pale.
<b>Jim Preusser</b>	Please reference the Procedures Manual. Contact tracing procedure is in there.
<b>Mark Richard</b>	It falls very short, and a month from now we are going to take this seriously. The Superintendent is taking a defensive position. All you say "Executive Order and "Health Department"... The Manual does not have a robust fail safe. You will have to explain why this disease is being treated differently from chicken pox or measles. Can we get more aggressive about how we are going to do this?
<b>Jim Preusser</b>	#6: Very important. Let me be very clear about this. The language you incorporated we struck. We have to look at this by school. Some schools have 50% face-to-face, some are 30%...all across the board by school. The way we constructed this language was to base it on what student demand allows. Where principals can allow teachers to be at home will be based on the student numbers.
<b>Mark Richard</b>	How many have asked to stay at home and how many have been told they have to come back? They have been told they will have to resign, if don't come back.
<b>Jim Preusser</b>	If you will tell me at what school that happened, I can address it.
<b>Wendy Doromal</b>	We are filing grievances.
<b>Jim Preusser</b>	Teachers: 29% said work at school, 60% said they want to work from home.

<b>John McHale</b>	I looked at student requests. 29% of my students wanted face-to-face. In assigning teachers to LaunchED@Home, I went ADA accommodations first. Then I went by certification. Teacher's voices are being heard at my school.
<b>Mark Richard</b>	So a high risk teacher's assignment is based on student demand. And you tell her she can't work from home, so what are the teacher's options?
<b>John McHale</b>	I'd never tell someone they would lose their job. If I had a teacher who had to come in, I would have one-on-one conversations with her to determine how we could make the school safe for her. If we can't come to agreement, the District can make provisions for her. I don't know how that would work.
<b>Mark Richard</b>	In going through that process, would a teacher go without pay, or lose their job. What would you say?
<b>Jim Preusser</b>	We would be compassionate with those teachers and find them a home. They may need to move to another school. We are trying to be as comprehensive as possible, and find middle ground as to where they could go. It is not our intention for a teacher to go without pay or lose their job.
<b>Myrlene Jackson-Kimble</b>	I worked with teachers at each grade level, and each grade level made the decision as to how they would do Launch Ed and blending. It required a lot of time to discuss this and make a decision. Everyone right now is fine where they are. It looks totally different at every grade level.
<b>Mark Richard</b>	And that is being done with counselors and guidance counselors?
<b>Myrlene Jackson-Kimble</b>	I spoke with every teacher.
<b>Jim Preusser</b>	Myrlene, what are the numbers of teachers and how they responded. How many students and how they responded.
<b>Myrlene Jackson-Kimble</b>	50% of my students, 300, wanted face-to-face.
<b>Gloria Fernandez</b>	I tried very hard to match everyone with their preferences. We have some pure virtual classes, some pure face to face and some blended. We had conversations about this with our teachers, so teachers could make decisions.
<b>Jim Preusser</b>	#6: I know that all four principals worked with Dr. Vazquez to implement that same methodology and it was the direction from senior leadership. We will return the teacher to their original worksite. #7: Rewrote this a little bit. #8: Rewrote to make this a little more succinct.
<b>Wendy Doromal</b>	Why would you not pay for leave if you got COVID-19 at school?
<b>Jim Preusser</b>	They would first have leave paid as Medical Relief of Duty, and then FMLA and the Families First Act...are you saying would it be worker's comp?
<b>Wendy Doromal</b>	Yes, why not?
<b>Jim Preusser</b>	I can get back with you on that.

<b>Nicholas Anderson</b>	COVID-19 related illness...will this include people who are waiting for test results?
<b>Jim Preusser</b>	Yes, it is included. If you have symptoms and you test. While you are waiting, you would get Medical Relief of Duty and not use your own sick leave? #9: Calendar is no longer an issue. Staying as is.
<b>Wendy Doromal</b>	I think it is still an issue, due to hurricanes.
<b>Jim Preusser</b>	#11: Language put back in as it was before. Gloria, can you speak to this?
<b>Gloria Fernandez</b>	I want to have a virtual Meet the Teacher night. Teacher messages will be recorded.
<b>Jim Preusser</b>	#12: Added in language and I will let Mike Winter speak to it.
<b>Mike Winter</b>	We are bringing all custodians in earlier. The resident custodian will be in at 8 am and the others will be in at 11:30 am and work until 7:30 pm. They will hit high touch points during the day and clean thoroughly when students leave.
<b>Wendy Doromal</b>	How would rooms be cleaned when someone gets COVID-19?
<b>Mike Winter</b>	All surfaces will be wiped down, we will use a sprayer that projects a fine mist that cleans far more effectively.
<b>Jim Preusser</b>	Thanks Mike. Page 6 and 7: Struck through the language and referred to the Manual. They are identified within the Manual itself. Where needed and where feasible.
<b>Wendy Doromal</b>	We don't accept that language. We know that game and won't put that in any agreement. It minimizes the meaning of the article. We know what the District does with it.
<b>Jim Preusser</b>	You can offer a counter Page 7: Many are in Manual. Page 8 #20: Lunch is in CBA already. Language doesn't need to be in there.
<b>Wendy Doromal</b>	We represent deans, guidance counselors, they should not have lunch duty either. Students should not eat in the classroom. It is a huge concern. Students will have to take masks off and they can't social distance. If someone has COVID-19, all will get it.
<b>Jim Preusser</b>	Thank you for your response. #23: Falls under EAP. #24 and #25: Added some language back in. Professional Standards is the department that is handling some of the COVID-19 procedures. We will not discipline, that is our intention.
<b>Wendy Doromal</b>	We do believe it will be handled as disciplinary. It is the perception.
<b>Jim Preusser</b>	#27: We already have contract language. Administration will resolve it.
<b>Wendy Doromal</b>	Fort Gatlin is a problem and they were told that schools are the first priority.

<b>Jim Preusser</b>	Jennifer Fowler will look at that. Thanks for letting us know. #32: Preplanning has started and is already on going.
<b>Wendy Doromal</b>	I think there should be ongoing training for teachers. I think we will have to go to LaunchED for all. The state will have to close down due to so many deaths. I want CTA have a voice in the training that teachers will need and benefit them.
<b>Jim Preusser</b>	Around the first 9 days, we don't want to dictate training, we are open to that.
<b>Wendy Doromal</b>	I said we had talked about different programs. You said to give Rob Bixler a list.
<b>Jim Preusser</b>	That was the 22 <sup>nd</sup> meeting, I was talking about the 29 <sup>th</sup> .
<b>Wendy Doromal</b>	We will survey our teachers and see what their needs are.
<b>John McHale</b>	I would like to hear what their concerns are.
<b>Wendy Doromal</b>	We put out a newsletter every week and list trainings from AFT and FEA.
<b>Rob Bixler</b>	Thanks for the list, I received it. We provided lots of training on CANVAS and LaunchED. I understand the need for ongoing training., and we will offer more.
<b>Jim Preusser</b>	#32: Preplanning will be virtual...have you heard differently?
<b>Wendy Doromal</b>	We had an email that said they could choose, and some teachers said they had to come into work. I do have samples of that.
<b>Ladera Royal</b>	There were reports such as counselors and deans were told they would have to report to campus despite an accommodation because of their specific job function. If not, they would have to resign from their position or find another job.
<b>Wendy Doromal</b>	We will file grievances for those we find that have had this done to them. A teacher is a member of the bargaining unit. If a memo goes out, it includes every member unless it says not to include a specific job title.
<b>Jim Preusser</b>	34, 35, 36: No issues. 37: Timely
<b>Wendy Doromal</b>	Here you go again. Disclaimers which makes the language meaningless. We have been burned too many times.
<b>Jim Preusser</b>	We are in agreement with #38. We have about 35 issues where we agree. #39 I need a little more information.
<b>Megan Oates</b>	New students, in order to activate the account for the first time must be on campus. How will students get in to campus to get this done? Takes 24 hours after being marked present.
<b>Jim Preusser</b>	I appreciate that. I will follow up with IT on that. First #40: Ok. 2 <sup>nd</sup> #40: Struck permanent, classes, offices, rooms.
<b>Mark Richard</b>	OK with teachers have control over activation?
<b>Wendy Doromal</b>	It is voluntary for teachers. Teachers have to agree.

<b>Jim Preusser</b>	That changes the scope of what you have written there. Let me look into that. #41: Ok. #42: We didn't strike though, you did.
<b>Lucia Piva</b>	It is addressed in another place in the MOU.
<b>Jim Preusser</b>	#43: This is not a disciplinary issue for Professional Standards. I understand your position.
<b>Maribel Riggsby</b>	What if teacher reports to principal but forgets to tell Professional Standards?
<b>Jim Preusser</b>	There is a section about that in the Manual. The administration would need to show the teachers all the steps. Read the section. The administrator contacts Professional Standards.
<b>LeighAnn Blackmore</b>	The employee may be advised to talk with Professional Standards. The employee would initially with their supervisor, but may need to talk with Professional Standards later.
<b>Jim Preusser</b>	#44: Ok. #45: We follow the Contract and it speaks to just cause.
<b>Mark Richard</b>	Safety concerns have been treated by arbitrators as highest priority. You all need to work with us on this. It's not only just cause.
<b>Jim Preusser</b>	We are not looking to discipline employees. It doesn't have a place in this agreement.
<b>Mark Richard</b>	We are concerned.
<b>Jim Preusser</b>	#46: Ok. Part 2, feasible. Know you don't like Wendy, I understand.
<b>LeighAnn Blackmore</b>	If that teacher is teaching a unique course, and no one else can teach it, that is what that language is for. That is why we need that flexibility. It's not blanket across the District.
<b>Jim Preusser</b>	#47: There may be some IEP issues here. They may need to maintain the video. It will be on a case-by-case basis. #48: Ok. 49: Ok. 50: Had to add negligence back in. #51: Ok. #52: Ok. #53: Not possible in all circumstances. Supply and demand with students. It says teachers can't perform both.
<b>Wendy Doromal</b>	Teachers don't teach two classes at once. With blended you are asking teachers to teach two classes at once. Classroom management would be difficult. There is nothing in the Contract that says teachers can teach simultaneously. It's not safe or fair to students.

<b>Jim Preusser</b>	I understand. 54, 55, Ok. #56: Extent feasible. Can you explain why this is important to you Wendy?
<b>Wendy Doromal</b>	Teachers are not subs.
<b>Maribel Rigsby</b>	This and related to class size. Make sure the classroom is set up for social distancing.
<b>Jim Preusser</b>	I may have more questions, but I understand your concern. #57 and 58, speaks to staffing, we believe it is a management right.
<b>Wendy Doromal</b>	It's not a management right, and we have a settlement agreement on that.
<b>Jim Preusser</b>	Staffing is a management right. #59: 3 duty days as is in lesson plan agreement.
<b>Wendy Doromal</b>	We will follow the lesson plan agreement. Principals don't get to say give me five weeks' worth of plans, or to upload plans daily...we will enforce it. Principals also say teachers will use CRMs and that won't happen. We can put all the elements in there.
<b>Jim Preusser</b>	Or, we can strike and use the Lesson Plan agreement. #60: Need more information. Have you filed a grievance for this issue before?
<b>Maribel Rigsby</b>	Not that I know of.
<b>Wendy Doromal</b>	I received an email this morning, that teachers would be acting as subs. This is outside their job description.
<b>Jim Preusser</b>	I'll get back with you on that Wendy. Evaluation: the whole section is struck. We don't have updates from state about evaluation.
<b>Maribel Rigsby</b>	LaunchED@Home, changes will have to be made. Will Union be notified?
<b>Jim Preusser</b>	I can get back to you. I can't agree to the language as it is written. Please include this question on your list. #65: Last sentence. I don't know what the state will do, it might say have to cut all electives. We can't agree to this with how it is written. 2 <sup>nd</sup> section #65: This is in the Manual. Specific to role?
<b>Clinton McCracken</b>	Not sure about the Manual. We have a lot more sharing of materials in the art room. There will be a greater need for hand washing. We would need to have the supplies for each child in the class. For example, if we don't have a set of scissors for every child, then the scissors will need to be washed. Every room should have a sink and the supplies needed for every class.
<b>Jim Preusser</b>	I understand now. 66, 67, 68: Ok. 69: Wendy, didn't you propose that language?
<b>Maribel Rigsby</b>	Yes, we proposed it, but struck it out.

<b>Jim Preusser</b>	<p>Best practices to monitor. Referenced Manual.</p> <p>Duration: Dec 31. Because the state said there would be a reassessment close to the end of the first semester. That concludes the proposal.</p>
<b>Mark Richard</b>	I know you are not willing to put Manual in the MOU.
<b>Jim Preusser</b>	If there is a way I can work through the language I will. I understand. Please send me the list of questions so I can get answers.
<b>Mark Richard</b>	We have some fundamental differences that I wish you would consider in how to enforce this. We do not believe the Executive Order prohibits you from referencing the CDC. The gulf is big. Who decides? Your sole source is the health department. We want to be partners, we don't want to react.
<b>Jim Preusser</b>	Things are so different at every school with respect to student demand. We have to have some flexibility with #6. There is no way around having blended classrooms.
<b>Wendy Doromal</b>	Could teachers at the ELC step in for this emergency? Maybe you need to get more creative. You could say Latin will be taught online, and student goes to a room and takes Latin online.
<b>Jim Preusser</b>	You heard from the principals, you know they have done everything they can.
<b>Wendy Doromal</b>	I've given you some ideas.
<b>Mark Richard</b>	If things go bad, if you shut down or quarantine, will we be assured that teachers will still be paid?
<b>Jim Preusser</b>	<p>It is in our proposal, and if you want to consider something else, please propose it.</p> <p>Our intent to place every teacher to the best to our ability. That is why #6 is so important. Principals will work overtime to do the best they can for their teachers. If we have somewhere else we can place teachers we will. We want teachers to feel safe. I think the District is doing everything they can for them to feel safe. 35 items may not be the big ones, but it is movement.</p>
<b>Wendy Doromal</b>	I think this is the way we should work going forward. Don't just hand paper back and forth. We should start talking like this. I will be comparing the Manual to every other report and CDC I have to make sure it conforms. And it will have to go in the MOU for us to sign it. It's a "living document" and it will be changed. We are not going to agree to something that will keep changing.
<b>Mark Richard</b>	Can we get a conference call with the people you are talking to at the health department? They wield a lot of influence and it seems to be contradictory to everything we have heard.
<b>Jim Preusser</b>	I understand your request. Florida Department of Health and local health department has had input to the Manual. As of now, we are in a place we can open schools in a safe manner. You may not agree.
<b>Wendy Doromal</b>	We will not sign unless the citation is in the MOU. This is not good enough for us, we are talking about people's lives.



<b>Jim Preusser</b>	I understand. I look forward to your counter, and more discussion. We have a 9 to 5 on Thursday. We can go longer if we need to.
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# 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). **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.**

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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**

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~~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.
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4. The District shall limit nonessential school site and classroom visitors. ~~to the extent feasible~~ to the extent feasible. The frequency of walkthroughs will be limited and 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~~ 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 dD~~**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.
- 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.~~**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.”

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Said procedures will be developed ~~in accordance with CDC guidelines and~~ in collaboration with ~~OCCTA and~~ local health officials.

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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~~ **to the extent student demand allows such instruction or work-related duties 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-19 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.~~

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~~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.~~



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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.

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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.~~ where needed.

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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 will conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, ~~where feasible~~ 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

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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,

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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~~

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~~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.~~

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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.

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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 **the District** 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 ~~unless the employee takes no action to correct the noncompliance;~~ 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;~~ unless the employee takes no action to correct the noncompliance; Teachers will also not be held responsible for any adverse consequences of face coverings, COVID-19 cases traced to their classrooms, or curriculum requirements that cannot be followed due to social distancing requirements or class closures.
25. School administrators, ~~after being informed by instructional personnel,~~ 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.~~

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We have an Employee Assistance Program (EAP).

## 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."~~

We have existing contract language.

**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 may 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 in a timely manner.
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.~~ 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 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.



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 to the extent feasible.
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 within three (3) duty days of the request as stated 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.~~ 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 best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual

~~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.~~
69. 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.~~

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

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 December 31, 2020, unless otherwise mutually agreed to by the parties in the writing.

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