

# MINUTES

OESPA CBLT

Impact Bargaining Teleconference

*Wednesday, August 5, 2020*

## In Attendance

Darlene Alvarez	OESPA	Annette Henry	OESPA	Michelle Stiles	OESPA
Yolanda Anderson	OESPA	Stephanie Heron	District	Helen Tyree	OESPA
LeighAnn Blackmore	District	Glarsnell Jean-Charles	OESPA	Byron Wilson	OESPA
Robin Bolden	OESPA	Rivers Lewis	District	Mike Winter	District
Lindsay Bowlin	District	Judith Padres	District		
Beth Curran	District	Ron Pollard	OESPA		
Warren Davis	OESPA	Sophia Pollard	OESPA		
Jennifer Fowler	District	Christina Pretorius	OESPA		
Tamika Hampton	OESPA	James Preusser	District		
Theresa Harter-Miles	District	Krista Russell	District		

## Additional Attendees/Guests

Kim Frye	District	Mark Watson	District	Donna Williams	Note taker
John Palmerini	District	Bill Wen	District		

Topics: Appendix A: OESPA Counter, Appendix B: District Counter, Appendix C: OESPA Counter

## Minutes

Meeting began at 2:30 pm	Greetings
Tamika Hampton	We received the counter and took a few minutes to review.
LeighAnn Blackmore	I can walk you through, we are getting closer, and there are a few things we can check off. First, thank you Ron for your video.
Ron Pollard	You are welcome.
LeighAnn Blackmore	Thank you OESPA for the movement you all made on many of these things, we are a lot closer and at a point where we can get there. Opening section first 4 all agree Health and safety #1 – agree

	#2 little movement can except will , cannot agree to no less than 2 times per week, needs to be driven by the overall safety plan and what is in the procedure manual.
Tamika Hampton	That is part of the problem, we do not know how it is going to be done. Some schools doing health checks every day some are not doing them at all. How often are they recommending health checks?
LeighAnn Blackmore	I do not have that, during caucus I will check into it
Tamika Hampton	Some have been at work three days and no checks have been done
LeighAnn Blackmore	Items 3 and 4 – agree #5 – we believe we addressed this through the commitment of the superintendent that every school will be staffed for both clinics with school health assistant and a LPN.
Tamika Hampton	Our concern is what happens while you are still hiring. We changed it to match para substitute language already in the contract.
LeighAnn Blackmore	The amount contemplates 18 hour course of instruction.
Tamika Hampton	Our counter back is a lesser dollar amount not just a strike through. People are back at work and have no health assistant or nurse. Who is doing health checks on the staff? If we learned anything in the summer, even with just staff on site there can be an outbreak.
LeighAnn Blackmore	There can be a case, let's not call it an outbreak.
Tamika Hampton	There can be a case, which then causes potential exposure, let's be honest not all staff are responsible, the point of #5 is to fill the gap if there is one.
Ron Pollard	If a school doesn't have an RN or LPN that pays more, someone can be forced into action, we put that language in to discourage administrators putting someone into that roll. Seem to me it is the same situation. That means the clerk is going to do it indefinitely.
LeighAnn Blackmore	I will take this in to caucus. We are only request not requiring people to do this.
Tamika Hampton	We are being consistent within our contract. Offering consistency throughout.
Michelle Stile	One other thing we want to make clear we do want to be able to fill that position, what we are trying to do is make it to that doesn't happen and avoid the principal saying ennie, meenie, minie moe. That is our incentive on this.
Ron Pollard	What if the principal can't find some to volunteer?
Tamika Hampton	You would get voluntold, if the position is not filled.
Jim Preusser	Let us think about that, maybe a way to still consider it, we will take it back to caucus, we understand your point.
LeighAnn Blackmore	#7 first paragraph in red, it is mirroring the paragraph above including those people who are care givers. They may apply for accommodation, and may work remotely. The next bit of language is part of our existing process.

Tamika Hampton	The administration doesn't know about part-time teleworking. Administrators do not know these policies. Administrators have an all or nothing mentality that is why we included it. Some administrators want it in writing.
Michelle Stile	Our thinking on this as well, we do not want to go back and forth and continue to remind them politely of the requirements under the ADA. Echoing Tamika, administrators think it is all or nothing. They need to be more reasonable and interactive. Each person is applying and the administrator says yea or nay to teleworking We could create those clear standards and put them in the contract. The employee would understand what the process is as well.
LeighAnn Blackmore	I have an understanding and we will talk about this one as well. Page 4 #8, #9, agree and except revision to #10, #11 agree, #12A agree, rest of 12 agree, #13 agree, #1 you added this back in.
Tamika Hampton	We are good with taking it out.
LeighAnn Blackmore	#2 mirrors procedure manual, #3 added in workers comp.
Tamika Hampton	I changed it
LeighAnn Blackmore	An employee is always allowed to apply to workers comp.
Michelle Stile	I added it because my fear was if we just say you can take it out we are agreeing.
Jim Preusser	The two lawyers...
Tamika Hampton	We debate with each other!
LeighAnn Blackmore	We are good #4 - #7 agree #8 not discipline employees, can only discipline for just cause, already have language addressing it
Tamika Hampton	We are the only ones who reads the contract, if this is not in the MOU they think it is the gospel, trying to build confidence, no harm being there so they can see it. We would like that added in.
LeighAnn Blackmore	We have a single Professional Standards department that guides that mindset.
Michelle Stile	Some administrators do not act in accordance with that.
LeighAnn Blackmore	Take a look at the duration, unless modified.
Michelle Stile	Despite your best efforts, administrators do what they want because it is better to ask for forgiveness that permission. I want to make that point.
LeighAnn Blackmore	Let's talk about that one #9, we agree.1 #10 is addressed in procedure manual, this is the issue you mentioned before schools and meeting size; that is why we say this is a living document.
Tamika Hampton	The reason I put it in is the inconsistency in the document.
LeighAnn Blackmore	The committee is going to address that, I brought to their attention. Meeting size for school is going to be addressed.
Tamika Hampton	We will hold off on 10 until we know.

LeighAnn Blackmore	11-14 agree, Transportation We struck through on #1, Bill can give you an update
Bill Wen	Still looking at route, majority of the route have 10 or less and 16 have 25 or more, working on bringing those numbers down. Hopefully those who chose LaunchEd will not change to be face-to-face.
Tamika	When they get on the bus they will plop in seat next to each other. We will have to revisit as things develop, but on the bus you sit next to each other.
Bill Wen	We anticipate no more than 700 routes.
LeighAnn Blackmore	What do you think about this?
Tamika Hampton	Will have to caucus
LeighAnn Blackmore	Transportation, good on #2, #3, we agreed to discuss the perfect attendance plan at a later time #4 we basically agree, our new language is to ensure everything that is necessary is done.
Tamika Hampton	We appreciate the time change on cleaning, it took Warren 29 minutes to get it done.
LeighAnn Blackmore	Good on 4 and 5, 6, and 7. We accept the change on 8, 9 is good, 10 is good, based on availability, 11 and 12 good on. We are getting close.
Tamika Hampton	# 7 is going to be the one that will need more discussion.
LeighAnn Blackmore	13 good on, 14 going to be determined by #6, this is the one that is a bigger area, what we have been discussing this year, came up in a couple of UMMs. Not the place to address this issue.
Tamika Hampton	It may be though, the school supervises those kids. What is the plan for those kids and who is going to be responsible for them? We are reopening under COVID-19 guidelines so who is going to watch the kids during breakfast?
LeighAnn Blackmore	I hear you, 15 and 16 we are good on.
Tamika Hampton	Yes.
LeighAnn Blackmore	We struck through stay at home, relying on last sentence, if we get a stay at home order we want to come back and talk to you about it.
Tamika Hampton	I want to talk about it, want to avoid what happened last time, maybe we do not address it here, maybe we can come up a plan. We won't hold up agreement for that one.
LeighAnn Blackmore	Put on list with perfect attendance bonus. Go to duration, there is a slight modification to opening statement. Are we good?
Tamika Hampton	Maybe need to talk to legal and do some research. We will get back to you.
LeighAnn Blackmore	We can talk about in Caucus. Issues to work on:

	<p>page 1, #2</p> <p>page 2, #5 and #7</p> <p>page 7, #8 and #10</p> <p>Transportation #1 and #14</p>
Caucus	Break at 2:17 pm, returning 3:05pm
LeighAnn Blackmore	Where are we Tamika?
Tamika Hampton	#2 page 1 regarding, temp check
LeighAnn Blackmore	They may be done at a variety of times
Jim Preusser	I think part of the thought process was that temperatures can vary at different times. Temperature checks may be done in morning or afternoon, If you do it at the exact time every day, I think it is a little obvious, so again just a thought mixing it up may help identify an individual.
Tamika Hampton	I think the greater concern is not to say people may not, our concern is you are should do these checks before coming into the building, but temp checks are not the sole indicator. Temp checks should be done throughout the day. Temp checks cannot be done on the bus.
Jim Preusser	I understand, I guess for you guys, is this a deal breaker.
Tamika Hampton	We definitely want to lock in what the protocol is going to be. Required or recommended. If we leave it open not less than two times per week, some areas are going to check consistently and some will not do it at all.
Jim Preusser	Your issue is striking through 2 times per week.
Tamika Hampton	Yes, we have looked at some of the data as well, but we are still playing a game of Russian roulette.
Jim Preusser	There is still an opportunity for those to come into the school with a temp.
Tamika Hampton	True but it is a game and they do not know when they are going to be checked.
Jim Preusser	I understand.
LeighAnn Blackmore	#5: we are not in a position to do this, we have a least one person at every school and getting ready to add the second.
Tamika Hampton	They just put that advertisement out, you still have to go through employment process. We do not even see all the positions advertised.
Jim Preusser	You went from \$50 to \$25. It is going to be done at the school site, school will be interviewing the positions. We hear what you are saying, let us get back to you. We understand the interim component.
LeighAnn Blackmore	#7?
Tamika Hampton	What we are really look for a stated procedure distributed to administrator, they believe all or nothing. While your legal department understand, that is not happening at work site/school sites. We do not have to include but looking for procedures distributed to administration of what it can and should look like.

LeighAnn Blackmore	Let me take this back.
Tamika Hampton	The administration believe it is all or nothing.
LeighAnn Blackmore	What we discussed at every site it may not be possible.
Michelle Stile	What we are saying telework is not the only accommodation available. Other accommodations that may be available.
LeighAnn Blackmore	If remote is not available, we would work to minimize exposure to the extent feasible.
Tamika Hampton	Administrators are not looking at alternatives. We want to limit exposure to high risk employees. We need to look for alternatives.
Jim Preusser	I think that is what LeighAnn just said, it is site specific, and there might be other areas throughout the district where can't be done. The conversation is between the administrator and employee. If we put the language in there...
Tamika Hampton	The language says it's not a yes or no but a conversation. Michael Graf is sending the email.
Jim Preusser	The language needs to be a little broad, for some reason pivot or make a change. I hear what you are saying.
Tamika Hampton	I think we are having 2 conversations; the accommodation procedure needs to go through, not they should be able to telework. The employee applies, the administrator needs to be going through the procedure to make that determination.
Jim Preusser	I think I understand but it is case by case.
Tamika Hampton	This is an EEOC procedure.
Jim Preusser	WE would follow the law
Michelle Stile	The reason we want it in the MOU, we field these calls, admin are not making the correct determination because it is not in the contract. Even if we put in the contract that the district will follow based on reasonable. Then the admin, the person is a member we can reach out to you all. WE are kind of flexible. Trying to get language in the actual contract
Jim Preusser	Not really sure why.
Ron Pollard	Part of the problem that people are getting a standard letter back saying there is no MOU. Regardless of what kind of limitations in place.
Michelle Stile	That proves our point, if they were going to follow the procedure.
Tamika Hampton	There is coming from the assistant saying there, if you put something together and these are the things you are going to look at. They do not know the policy.
Jim Preusser	In the MOU it's saying the procedure will be distributed to the administrator.
Michelle Stile	The thing is we wouldn't had such a problem saying there is no MOU in place.
Jim Preusser	Please forward me the emails.
LeighAnn Blackmore	Send us the emails.

Jim Preusser	Regarding the language around the EEOC, I do not want to put that language in the proposal.
Tamika Hampton	Yes page 3.
Michelle Stile	The first part said in accordance with the law. We do not have to put that in.
Jim Preusser	Are you saying, is that the paragraph you are interested in?
Tamika Hampton	Yes we would want to put in MOU.
Jim Preusser	Then a second sentence procedure will be distributed to leadership.
Tamika Hampton	Yes
Jim Preusser	You want to make it crystal clear is what you are asking?
LeighAnn Blackmore	Page 7 #8: this is all stuff for which we have mechanisms in place. We feel this is not necessary.
Tamika Hampton	Ok, we will consider.
Tamika Hampton	#10 on page 7: what is your reponse to that
LeighAnn Blackmore	We will update the manual on a weekly basis and distribute on Friday. The record will reflect changes
Tamika Hampton	Ok, We will wait on that information on #10
LeighAnn Blackmore	Transportation #1
Tamika Hampton	Based on Bills information.
Bill Wen	Routers are still working on it with the number of buses we will need and to see if we can further break down the routes. We all agree the fewer the kids the better. We want to keep everyone safe. We are having training on the boarding process, and will have hand sanitizers on all buses. Thorough cleaning of the bus. We will have a process to keep everyone safe.
Tamika Hampton	That is not going to be a sticking point we are ok with that one.
LeighAnn Blackmore	Will keep dialogue open. #14, were are you at on that one.
Tamika Hampton	Still were we were before, I tell you the reason we are where we are. Our people have had no training in dealing with students, should not have be in there. We do not want people being forced to do duties outside their job families. Someone has to supervise these students at all times, I do not want my IT people supervising students. That is still a point for us.
LeighAnn Blackmore	We will have to talk.
Jim Preusser	So you do not want to move off of that language, we are trying to understand what would get you to move off it.
Tamika Hampton	Why do you want people to work outside their job families?
Jim Preusser	This has been an issue. Do you feel as though in some circumstances a job family employee has never had to do other peoples work?

Tamika Hampton	Who is going to supervise grab and go, lunch? Schools will have to utilize multiple spaces, who is going to supervise? No consideration has been given to protective measure for our employees. They do not get a pass.
Tamika Hampton	We can let go of the 10% and keep the last part.
LeighAnn Blackmore	Duration is last thing I have.
Tamika Hampton	I have some language we could use, to be more specific, not a big change.
Jim Preusser	So if I would to summarize the two biggest issues: #7 and the issue we just talked about around #14.
Tamika Hampton	Yes
LeighAnn Blackmore	So to caucus, how much time do we need?
Jim Preusser	Do you want to set another day?
Tamika Hampton	As long as we can get that accommodation piece fixed, I have no problem setting another date.
LeighAnn Blackmore	Legal is going to handle that issue.
Tamika Hampton	Ok
Caucus	Begin at 3:45 pm
	Return at 4:16 pm
LeighAnn Blackmore	#7 was a Biggy, we identified the two concerns , and we have some language on #7.
Tamika Hampton	That is something we are going to have to caucus on.
LeighAnn Blackmore	The language prior to the duration clause, this is our answer to #14.
Jim Preusser	We will change it to blue and underline.
Tamika Hampton	We need to caucus on both of those. I need to caucus, coming up on finishing time.
Jim Preusser	If we are close to a deal let's keep going
Caucus	Back to caucus rooms 4:22 returned at 5:00
Tamika Hampton	On #5 lowered it to \$25 meeting the middle. When paras substitute for teachers it's \$20 per day, \$30 if they have had training.  #7 added in part to clarify, #14 meeting we changed it to 32 days. Those were all the changes we made.
Jim Preusser	More than two hours changed to \$25 per day?
Tamika Hampton	We split the baby.
Jim Preusser	Added in either full or part...
Tamika Hampton	Just before duration we changed it to 32 calendar days, this is two weeks after students are back.



Jim Preusser	We will have to get back to you on the \$25 dollars that is a difficult item to cost out.
Tamika Hampton	It is just until you can get the LPNs and school assistants hired. If they work more than two hours in the clinic they get \$25.00 per day.
Caucus	Began 5:05 pm to 5:29 pm
Jim Preusser	We can agree to all except for the supplement because money is tight and we expect a shortfall in January.
Ron Pollard	You know it is my opinion, I think it is a bunch of bull. We are going to ask people to do something that is risky to them.
Jim Preusser	I understand, I can agree to everything else with the exception of the supplement
Ron Pollard	I also disagree with the Superintendent, I listened to click Orlando the other night and she did not thank her support staff.
Jim Preusser	I am sorry you feel that way, but I do not think she feels that way.
Tamika Hampton	We are going to have to table on it. We will get back to you on that.
Jim Preusser	Are you ok to us starting to clean up the document?
Tamika Hampton	We are giving somethings to get some things, we may have to rethink some things.
Jim Preusser	Can we confirm the next time to meet?
Tamika Hampton	Friday will work for us.
Michelle Stile	We just want to reiterate, if it is a situation that no one agrees to it, I am talking about the clerical people, we tried to do this to encourage people to sign up to do it.
Jim Preusser	I understand, I did speak to that.
Michelle Stile	I just want to put it on the record.
Ron Pollard	I do not think money is the issue, it is an insignificant amount.
Jim Preusser	The money is part of the Cares Act.
Tamika Hampton	If you don't hire them you have some of that \$7 million left. It is just like moving the money from another source.
Jim Preusser	It cannot be used for supplements.
Tamika Hampton	What time on Friday?
LeighAnn Blackmore	Do we want to do 1pm on Friday?
Tamika	Yes my calendar is open at 1pm.
Meeting Ended	5:37pm

## Appendix A

OESPA counter 8/5/2020

1:30 pm

### MEMORANDUM OF UNDERSTANDING BETWEEN

### THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND THE ORANGE EDUCATION SUPPORT PROFESSIONALS 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 Education Support Professionals Association (OESPA). 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 the 2020-2021 School Year as it relates to COVID-19 procedures.~~

~~WHEREAS, the purpose of this Memorandum of Understanding is to enter into a mutual interpretation of the Contract for the 2020-2021 school year~~ interpretation of the Contract for the 2020-2021 school year agreement as it relates to safely reopening schools for the 2020-21 School Year, as contemplated under Article II, Section I of the Contract Between the School Board of Orange County, Florida and the Orange Educational Support Professionals Association.

Commented [TH1]:

Commented [TH2]:

NOW, THEREFORE, the parties mutually agree ~~on the best practices and safety procedures for the reopening of OCPS schools on the best practices and safety procedures for the reopening of OCPS schools~~ as follows:

#### 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~~ **the recommendations of local health officials, ("CDC") guidelines** and applicable privacy laws and regulations industry guidance and best practices as appropriate to Florida and Orange County.
2. The District ~~will may will may~~ will conduct **periodic** health checks, **but not less than two times per week**, including temperature checks and symptom checking of employees and students, **as long as it is a best practice**, before ~~students get on the bus and before employees and students~~ entering the school and/or an OCPS facility. The District ~~will not may~~ may require **request** any bargaining unit employee other than in addition to School Health Assistants and/or Nurse, LPNs to perform temperature checks ~~and/or symptom checks of employees and students entering the school.~~ Other positions outside this bargaining unit may voluntarily assist with temperature checks.
3. ~~In the event that a health assistant is absent, any other c-Classified employees who agrees to perform~~ assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. ~~Persons~~ Employees who have a fever of 100.4° F (38.0°C) or above or other signs

of illness ~~should~~ **will** not be admitted to the worksite permitted to work.

4. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall be given an extra day of training.~~ **Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.**
5. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall receive a supplement of \$50 per day~~ **Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$50 per day. Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$30 per day.**
6. ~~The District will strongly encourage parents and employees to conduct at home temperature checks before coming to school including but not limited to a special electronic correspondence and statement on OCPS social media platforms. The district will strongly encourage parents and employees to conduct at home temperature checks before coming to school.~~
7. ~~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 work remotely so long as that employee can perform at least 90% of their job functions remotely.~~

Those employees who are high risk due to COVID-19, (65 years and older or with underlying health conditions) may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.

~~Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.~~

**Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.**

~~Administrators will be encouraged to offer staggered or modified schedules where available.~~

~~The District shall notify administrators that telework shall be approved if 90% of the employee's job functions may be performed remotely.~~

~~The District shall notify administrators that a modified schedule shall be approved if 50% of the employee's job functions may be performed remotely.~~

The district shall comply with the U.S. Equal Employment Opportunity Commission's recommendations in Pandemic Preparedness in the Workplace and the Americans with Disability Act. The District recognizes that the ADA requires reasonable accommodations for individuals with disabilities (absent undue hardship) during a pandemic.

2. The procedure to apply for a reasonable accommodation is as follows:

An employee must first inform The District (1) in writing that (2) s/he has a medical condition that requires some change in the way a job is performed. The employee must disclose to the employer which medical condition interferes with his/her ability to do the job (3) the employee must explain what limitations from the disability make it difficult to do the job in the workplace, and (4) how the job could still be performed from the employee's home (in whole or in part).

3. Reasonable Accommodations available:

The four reasonable accommodations, based upon the essential functions of the employee's position, shall be one or a combination of the following:

Telework (full-time)

Telework (part-time)

On-site accommodations

Temporary Re-Assignment

The District - in consultation with the employee - shall use the employee's job description as a basis for determining the accommodation provided. Factors include

The District does not have to remove any essential job duties to permit an employee to work at home. However, it may need to reassign some minor job duties or marginal functions (i.e., those that are not essential to the successful performance of a job) if they cannot be performed outside the workplace and they are the only obstacle to permitting an employee to work at home. If a marginal function needs to be reassigned, an employer may substitute another minor task that the employee with a disability could perform at home in order to keep employee workloads evenly distributed.

A representative from the District and the individual with a disability should determine whether some or all of the functions can be performed at home. If the employer determines that some job duties must be performed in the workplace, then the employer and employee need to decide whether working part-time at home and part-time in the workplace will meet both of their needs. .

Next, A clear amended schedule and plan for how the employee will be supervised should be established.

If no work can be performed remotely, the District may offer the employee a modified work schedules or work space to limit interaction with other employees and the public.

4. For the purposes of this provision, the District shall use the following criteria when determining the feasibility of the reasonable accommodation:

the nature and cost of the accommodation needed;

- the number of persons employed at this facility;

the number of students and/or visitors at this facility

the effect on expenses and resources of the facility;

- the overall financial resources, size, number of employees, and type and location of facilities of the employer (if the facility involved in the reasonable accommodation is part of a larger entity);

- the impact of the accommodation on the operation of the facility.

~~8. Those 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 work remotely three duty days per week and will report to their worksite two days so long as that employee can complete at least 50% of their job function remotely.~~

9. The district will provide all necessary equipment for employees who telework. The district will provide all necessary equipment for employees who telework.

~~10. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different job position with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different position tasks with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU.~~

11. The District shall limit non-essential school site visitors to the extent feasible. Any site visitor must undergo a health check and must comply with all other safety protocols established by this MOU.

12. The District will do the following:

- a. Provide plexi-glass transparent wellness screens at ~~every front office desk~~ public reception areas and replace as necessary.
- b. Provide face shields and necessary protective supplies for all bargaining unit employees assigned to ESE students with disabilities and replace as necessary.

- c. Provide PPE including but not limited to masks, as requested, gloves, as required, face shields, as required, disposable gowns, as required, and sanitizing supplies hand sanitizer and disinfectant wipes and/or cleaner and replace as needed. necessary.
  - d. Implement training for classified employees regarding procedures to identify and address students who appear symptomatic, including clear guidelines for nurses and health assistants. **Provide training for Administrators and staff on ~~t~~The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.**
  - e. ~~Establish 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. Notify OESPA of changes to the COVID-19 Health and Safety Procedures Manual. The District will include a record of changes within the procedures manual and the link to the document is on the home page of the District website.~~
  - f. ~~Develop a parent or guardian communication and pick up plan.~~
  - g. ~~Ensure symptomatic and/or COVID-19 positive individuals are sent home as soon as possible.~~
  - h. ~~If there has been a confirmed COVID-19 case at a school or site, the District shall dismiss the room or building of students and staff for an initial consultation with local health officials.~~
  - i. ~~Comply with the recommendation of local health officials including but not limited to identifying, contract tracing and notifying bargaining unit employees at the infected site of possible exposure.~~  
**Comply with recommendations from the Florida Department of Health and local health officials.**
  - j. ~~The District will require 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.~~
  - k. ~~Comply with CDC recommendations including but not limited to classroom ratios in ESE classes.~~
13. ~~Symptomatic and/or COVID-19 positive employees and students will be required to stay home.~~  
**Employees shall not drive District vehicles while wearing a face shield.**
1. ~~Employees shall be placed on medical relief of duty with pay until they have received a negative test result.~~ **Employees shall be placed on medical relief of duty with pay until they have received a negative test result.**
2. **As recommended by the CDC:**  
**COVID-19 positive employees and students will be required to stay 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 COVID-19 symptoms they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, it has been at least ten (10) days since symptoms first appeared, and they provide a negative test result and/or doctor's clearance to return to school.~~

- b. ~~If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, and they provide a negative test result and/or doctor's clearance to return to school.~~
- c. ~~If an 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.~~

~~3. Any leave associated with COVID-19 will be subject to medical relief of duty up to fourteen (14) calendar days. Subsequent to 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 other available leave or unpaid leave. 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 (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. If an employee can directly trace exposure to work, they will be eligible for Worker's Compensation coverage. Worker's compensation coverage will be subject to applicable laws.~~

- 4. ~~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.~~ **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.**
- 5. ~~Employees shall not be negatively impacted, including but not limited to discipline or directive, for any COVID-19 related absence.~~ **Other than the potential loss of personal accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.**
- 6. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
- 7. After being informed **by employees**, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.

~~Employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved. An employee may not refuse to work based upon a generalized fear of COVID-19, as such activities may result in a forfeiture of compensation. An employee may refuse to work (without fear or retaliation or negative impact on job evaluation) if the District fails to adhere to safety procedures as outlined in the COVID-19 Health and Safety Procedures Manual. No employee shall be disciplined, receive a directive or have their job evaluation negatively impacted for refusal to work in a~~

situation in which the District knew, or should have known, that the likelihood of exposure to COVID-19 was substantial.

8. 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** shall provide an electronic sign in/out sheet. **file to record the employee's daily time for those who do not use KRONOS.**
9. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining the recommended "social distancing" standard of six (6) feet between individuals. ~~The district agrees to maintain the recommended "social distancing" standard of six (6) feet between individuals for all gathering of groups.~~ **The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining the recommended "social distancing" standard of six (6) feet between individuals.** (LeighAnn to provide explanation regarding limit disparity (10 vs. 50))

#### **Custodial**

- ~~10. The District shall provide all members of the Custodial family with masks in compliance with CDC guidelines.~~ **as requested,** gloves and proper cleaning supplies.
11. The District shall provide additional training, ~~PPE, and cleaning supplies~~ for those who must report to sanitize **a work location where an employee or student tested positive** for COVID-19 infected worksite. **Prior notification shall be given to members of the Custodial family that they are entering cleaning a work location area where an employee or student tested positive for COVID-19.**

#### **Food and Nutrition Services**

12. **Food and Nutrition Services employees scheduled to begin work on Monday, August 10, 2020, may voluntarily begin work on Wednesday, August 5, 2020. They will be paid their normal hourly rate.**

#### **Information Technology**

13. The District shall establish and train staff on COVID-19 procedures regarding sanitizing staff and student electronics **devices.**

#### **Transportation**

1. ~~The District shall reduce the existing capacity on buses by 50% and no students shall share the same seat. The District shall provide signage on each seat that is to remain vacant. No students shall share the same seat.~~ **No students shall share the same seat, except for emergencies.**
2. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.



3. ~~Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing. COVID-19 related absences shall not count towards perfect attendance bonus.~~ (To be discussed as a separate issue)
4. Bus operators and monitors shall be given a minimum of thirty (30) ~~twenty (20)~~ **thirty (30)** additional minutes at the start and end of the morning and afternoon run(s) to sanitize the transportation vehicle.
5. If a route has a monitor, the bus operator and monitor shall be given **fifteen (15)** ~~ten (10)~~ minutes at the end of the morning and afternoon run(s) to sanitize the transportation vehicle.
6. The Fall Conference will be held at selected high school performing arts centers. Masks will be mandatory, employees will use hand sanitizer before entering the center and when leaving the center. Social distancing protocols will be followed and clearly marked.
7. All 10-month employees assigned to transportation may voluntarily report to their assigned work locations beginning Monday, August 3, 2020. Employees may be assigned alternate duties and different work hours from August 3-7, 2020. Reassignment shall be done by seniority at each compound and the union President or his representative shall oversee the process. **The Union President shall receive a copy of the script managers will be using when contacting employees and a list of employees in order of seniority.** Employees will work and receive full pay for each day in attendance based on their 2019-20 weekday TS-25. ~~but only required to work five (5) hours per day.~~
8. All 10-month employees assigned to transportation shall ~~may shall~~ report to their assigned work locations training site for training beginning, Monday, August 10, 2020. ~~The District will offer transportation to training sites at each work location. Employees who use their personal vehicle will not be reimbursed for mileage.~~
9. All ~~d~~ Drivers that interact with students with disabilities shall be provided with a face shield as required, masks, as requested, and gloves, as required, and other necessary PPE. Face shields shall not be worn by bus operators while driving a district vehicle.
10. ~~There shall be a monitor assigned to each bus to ensure student compliance with COVID procedures. There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.~~ **There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.**
11. ~~The District shall install a transparent wellness screen on the back of each bus behind the driver's seat.~~

12. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

### Training

- ~~13. The District shall provide sufficient universal precautions training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; and 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 shall be completed by no later than the first day in which the employee is required to implement it.~~
- ~~14. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description more than 10% of their total hours per week. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family.~~ Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family, **subject to accommodation modifications.**
15. ~~All ten-month bargaining unit employees shall return to work on or before August 14, 2020. Classroom based employees shall be given extensive training on LaunchED.~~ **Classroom based employees shall be given training on LaunchED.**
16. ~~All ten-month bargaining unit employees shall be allowed to use personal or sick time — where available — for previously or historically scheduled work days between the period of August 1, 2020 and August 14, 2020.~~

### Pay

~~Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.~~

### Pay

Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.

### Duration

This Memorandum does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until ~~June 30, 2021~~ December 31, 2020 unless otherwise mutually agreed to by the parties in writing. However, if reopening plans change for the 2020-2021 school year during the term of this agreement the parties mutually agree to meet and discuss revisions to this Memorandum.

District counter, August 5, 2020

4:19 pm

## **Appendix B**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND THE ORANGE EDUCATION SUPPORT PROFESSIONALS 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 Education Support Professionals Association (OESPA). 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 the 2020-2021 School Year as it relates to COVID-19 procedures,

WHEREAS, the purpose of this Memorandum of Understanding is to enter into a mutual interpretation of the Contract for the 2020-2021 school year interpretation of the Contract for the 2020-2021 school year agreement as it relates to safely reopening schools for the 2020-21 School Year, as contemplated under Article II, Section I of the Contract Between the School Board of Orange County, Florida and the Orange Educational Support Professionals Association,

Commented [TH3]:

Commented [TH4]:

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for the reopening of OCPS schools on the best practices and safety procedures for the reopening of OCPS schools as follows:

#### 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 the recommendations of local health officials, ("CDC") guidelines and~~ applicable privacy laws and regulations industry guidance and best practices as appropriate to Florida and Orange County.
2. The District ~~will may will may~~ will conduct ~~daily periodic~~ health checks, ~~but not less than two times per week,~~ including temperature checks and symptom checking of employees and students, as long as it is a best practice, before ~~students get on the bus and before employees and students~~ entering the school and/or an OCPS facility. The District ~~will not may~~ require request any bargaining unit employee other than in addition to School Health Assistants and/or Nurse, LPNs to perform temperature checks ~~and/or symptom checks of employees and students entering the school.~~ Other positions outside this bargaining unit may voluntarily assist with temperature checks.
3. In the event that a health assistant is absent, any other ~~e~~ Classified employees who agrees to perform assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. ~~Persons~~ Employees who have a fever of 100.4° F (38.0°C) or above or other signs of illness ~~should will~~ not be admitted to the worksite permitted to work.
4. Any classified employee who agrees to substitute or assist in the medical clinic shall be given an extra day of training. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.~~
5. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall receive a supplement of \$50 per day. Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$50 per day. Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$30 per day.~~

6. ~~The District will strongly encourage parents and employees to conduct at home temperature checks before coming to school including but not limited to a special electronic correspondence and statement on OCPS social media platforms. The district will strongly encourage parents and employees to conduct at home temperature checks before coming to school.~~

7. ~~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 work remotely so long as that employee can perform at least 90% of their job functions remotely.~~

Those employees who are high risk due to COVID-19, (65 years and older or with underlying health conditions) may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.

Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.

Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.

If a remote assignment is not available due to work location staffing needs, the District will work to accommodate those employees at their work site to minimize exposure, to the extent feasible. The Union will provide the District with written notification where remote work has been denied.

Administrators will be encouraged to offer staggered or modified schedules where available.

The District shall notify administrators that telework shall be approved if 90% of the employee's job functions may be performed remotely.

The District shall notify administrators that a modified schedule shall be approved if 50% of the employee's job functions may be performed remotely.

The district shall comply with the U.S. Equal Employment Opportunity Commission's recommendations in Pandemic Preparedness in the Workplace and the Americans with Disability Act. The District recognizes that the ADA requires reasonable accommodations for individuals with disabilities (absent undue hardship) during a pandemic.

2. The procedure to apply for a reasonable accommodation is as follows:-

~~An employee must first inform The District (1) in writing that (2) s/he has a medical condition that requires some change in the way a job is performed. The employee must disclose to the employer which medical condition interferes with his/her ability to do the job (3) the employee must explain what limitations from the disability make it difficult to do the job in the workplace, and (4) how the job could still be performed from the employee's home (in whole or in part).~~

### ~~3. Reasonable Accommodations available:~~

~~The four reasonable accommodations, based upon the essential functions of the employee's position, shall be one or a combination of the following:~~

~~Telework (full time)~~

~~\_\_\_\_\_ Telework (part time)~~

~~\_\_\_\_\_ On-site accommodations~~

~~\_\_\_\_\_ Temporary Re-Assignment~~

~~The District—in consultation with the employee—shall use the employee's job description as a basis for determining the accommodation provided. Factors include~~

~~The District does not have to remove any essential job duties to permit an employee to work at home. However, it may need to reassign some minor job duties or marginal functions (i.e., those that are not essential to the successful performance of a job) if they cannot be performed outside the workplace and they are the only obstacle to permitting an employee to work at home. If a marginal function needs to be reassigned, an employer may substitute another minor task that the employee with a disability could perform at home in order to keep employee workloads evenly distributed.~~

~~A representative from the District and the individual with a disability should determine whether some or all of the functions can be performed at home. If the employer determines that some job duties must be performed in the workplace, then the employer and employee need to decide whether working part time at home and part time in the workplace will meet both of their needs.~~

~~Next, A clear amended schedule and plan for how the employee will be supervised should be established.~~

~~If no work can be performed remotely, the District may offer the employee a modified work schedules or work space to limit interaction with other employees and the public.~~

~~4. For the purposes of this provision, the District shall use the following criteria when determining the feasibility of the reasonable accommodation:~~

~~the nature and cost of the accommodation needed;~~

~~▲ the number of persons employed at this facility;~~

~~the number of students and/or visitors at this facility~~

~~the effect on expenses and resources of the facility;~~

~~▲ the overall financial resources, size, number of employees, and type and location of facilities of the employer (if the facility involved in the reasonable accommodation is part of a larger entity);~~

~~▲ the impact of the accommodation on the operation of the facility.~~

~~8. Those 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 work remotely three duty days per week and will report to their worksite two days so long as that employee can complete at least 50% of their job function remotely.~~

9. The district will provide all necessary equipment for employees who telework. The district will provide all necessary equipment for employees who telework.

~~10. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different job position with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different position tasks with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU.~~

11. The District shall limit non-essential school site visitors to the extent feasible. Any site visitor must undergo a health check and must comply with all other safety protocols established by this MOU.

12. The District will do the following:

- I. Provide ~~plexi-glass~~ transparent wellness screens at ~~every front office desk~~ public reception areas and replace as necessary.
- m. Provide face shields and necessary protective supplies for all bargaining unit employees assigned to ESE students with disabilities and replace as necessary.
- n. Provide PPE including but not limited to masks, as requested, gloves, as required, face shields, as required, disposable gowns, as required, and sanitizing supplies hand sanitizer and disinfectant wipes and/or cleaner and replace as needed. necessary.
- o. Implement training for classified employees regarding procedures to identify and address students who appear symptomatic, including clear guidelines for nurses and health assistants. Provide training for Administrators and staff on the COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
- ~~p. Establish 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. Notify OESPA of changes to the COVID-19 Health and Safety Procedures Manual. The District will include a record of changes within the procedures manual. A link to the document is on the home page of the District website.

- g. ~~Develop a parent or guardian communication and pick up plan.~~
- r. ~~Ensure symptomatic and/or COVID-19 positive individuals are sent home as soon as possible.~~
- s. ~~If there has been a confirmed COVID-19 case at a school or site, the District shall dismiss the room or building of students and staff for an initial consultation with local health officials.~~
- t. ~~Comply with the recommendation of local health officials including but not limited to identifying, contract tracing and notifying bargaining unit employees at the infected site of possible exposure.~~

**Comply with recommendations from the Florida Department of Health and local health officials.**

- u. ~~The District will require 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.~~
- v. ~~Comply with CDC recommendations including but not limited to classroom ratios in ESE classes.~~

13. ~~Symptomatic and/or COVID-19 positive employees and students will be required to stay home.~~

**Employees shall not drive District vehicles while wearing a face shield.**

14. ~~Employees shall be placed on medical relief of duty with pay until they have received a negative test result. Employees shall be placed on medical relief of duty with pay until they have received a negative test result.~~

15. **As recommended by the CDC:**

**COVID-19 positive employees and students will be required to stay 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.**

- d. ~~If an employee or student has COVID-19 symptoms they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, it has been at least ten (10) days since symptoms first appeared, and they provide a negative test result and/or doctor's clearance to return to school.~~
- e. ~~If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, and they provide a negative test result and/or doctor's clearance to return to school.~~
- f. ~~If an 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.~~

- ~~16. Any leave associated with COVID-19 will be subject to medical relief of duty up to fourteen (14) calendar~~



~~days. Subsequent to 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 other available leave or unpaid leave. 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 (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. If an employee can directly trace exposure to work, they will be eligible for Worker's Compensation coverage. Worker's compensation coverage will be subject to applicable laws.~~

17. 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. ~~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.~~
18. Employees shall not be negatively impacted, including but not limited to discipline or directive, for any COVID-19 related absence. ~~Other than the potential loss of personal accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.~~
19. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
20. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
- ~~21. Employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved. An employee may not refuse to work based upon a generalized fear of COVID-19, as such activities may result in a forfeiture of compensation. An employee may refuse to work (without fear or retaliation or negative impact on job evaluation) if the District fails to adhere to safety procedures as outlined in the COVID-19 Health and Safety Procedures Manual. No employee shall be disciplined, receive a directive or have their job evaluation negatively impacted for refusal to work in a situation in which the District knew, or should have known, that the likelihood of exposure to COVID-19 was substantial.~~
22. 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 shall provide an electronic sign in/out sheet. file to record the employee's daily time for those who do not use KRONOS.
23. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining

the recommended "social distancing" standard of six (6) feet between individuals. ~~The district agrees to maintain the recommended "social distancing" standard of six (6) feet between individuals for all gathering of groups. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining the recommended "social distancing" standard of six (6) feet between individuals.~~

#### Custodial

24. The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies ~~in compliance with CDC guidelines.~~
25. The District shall provide additional training, PPE, and cleaning supplies for those who must report to sanitize a work location where an employee or student tested positive for COVID-19 ~~infected worksite.~~ Prior notification shall be given to members of the Custodial family that they are entering cleaning a work location area where an employee or student tested positive for COVID-19.

#### Food and Nutrition Services

26. Food and Nutrition Services employees scheduled to begin work on Monday, August 10, 2020, may voluntarily begin work on Wednesday, August 5, 2020. They will be paid their normal hourly rate.

#### Information Technology

27. The District shall establish and train staff on COVID-19 procedures regarding sanitizing staff and student electronics devices.

#### Transportation

- ~~17. The District shall reduce the existing capacity on buses by 50% and no students shall share the same seat. The District shall provide signage on each seat that is to remain vacant. No students shall share the same seat. No students shall share the same seat, except for emergencies.~~
18. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
19. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing. ~~COVID-19 related absences shall not count towards perfect attendance bonus.~~
20. Bus operators and monitors shall be given a minimum of thirty (30) ~~twenty (20)~~ **thirty (30)** additional minutes at the ~~start and end~~ of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.
21. If a route has a monitor, the bus operator and monitor shall be given **fifteen (15)** ~~ten (10)~~ minutes at the end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.

22. The Fall Conference will be held at selected high school performing arts centers. Masks will be mandatory, employees will use hand sanitizer before entering the center and when leaving the center. Social distancing protocols will be followed and clearly marked.
23. All 10-month employees assigned to transportation may voluntarily report to their assigned work locations beginning Monday, August 3, 2020. Employees may be assigned alternate duties and different work hours from August 3-7, 2020. Reassignment shall be done by seniority at each compound ~~and the union President or his representative shall oversee the process.~~ **The Union President shall receive a copy of the script managers will be using when contacting employees and a list of employees in order of seniority.** Employees will work and receive ~~full~~ pay for each day in attendance based on their 2019-20 weekday TS-25. ~~but only required to work five (5) hours per day.~~
- ~~24. All 10-month employees assigned to transportation shall~~ may shall report to their assigned ~~work locations~~ training site for training beginning, Monday, August 10, 2020. ~~The District will offer transportation to training sites at each work location. Employees who use their personal vehicle will not be reimbursed for mileage.~~
25. All ~~drivers~~ that interact with students with disabilities shall be provided with a face shield as required, masks, as requested, and gloves, as required, and other necessary PPE. Face shields shall not be worn by bus operators while driving a district vehicle.
- ~~26. There shall be a monitor assigned to each bus to ensure student compliance with COVID procedures. There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures. There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.~~
- ~~27. The District shall install a transparent wellness screen on the back of each bus behind the driver's seat.~~
28. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

### Training

- ~~29. The District shall provide sufficient universal precautions training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; and 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 shall be completed by no later than the first day in which the employee is required to implement it.~~

~~30. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description more than 10% of their total hours per week. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family, subject to accommodation modifications.~~

31. All ten-month bargaining unit employees shall return to work on or before August 14, 2020. Classroom based employees shall be given extensive training on LaunchED. Classroom based employees shall be given training on LaunchED.

~~32. All ten-month bargaining unit employees shall be allowed to use personal or sick time — where available — for previously or historically scheduled work days between the period of August 1, 2020 and August 14, 2020.~~

#### Pay

~~Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.~~

#### Pay

~~Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.~~

The parties agree to meet and discuss how bargaining unit employees are assigned to perform duties outside their job family within forty-five (45) calendar days of this signed MOU.

#### Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until June 30, 2021 December 31, 2020 unless otherwise mutually agreed to by the parties in writing. However, if reopening plans change for the 2020-2021 school year during the term of this agreement the parties mutually agree to meet and discuss revisions to this Memorandum.

OEPSA counter, August 5, 2020

5:01 pm

### Appendix C

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND THE ORANGE EDUCATION SUPPORT PROFESSIONALS 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 Education Support Professionals Association (OESPA). [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 the 2020-2021 School Year as it relates to COVID-19 procedures.~~

~~WHEREAS, the purpose of this Memorandum of Understanding is to enter into a mutual interpretation of the Contract for the 2020-2021 school year.~~ [interpretation of the Contract for the 2020-2021 school year agreement as it relates to safely reopening schools for the 2020-21 School Year,](#) as contemplated under Article

Commented [TH5]:

Commented [TH6]:

**II, Section I of the Contract Between the School Board of Orange County, Florida and the Orange Educational Support Professionals Association.**

NOW, THEREFORE, the parties mutually agree ~~on the best practices and safety procedures for the reopening of OCPS schools on the best practices and safety procedures for the reopening of OCPS schools~~ as follows:

**Health and Safety**

14. 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 the recommendations of local health officials, ("CDC") guidelines and~~ applicable privacy laws and regulations industry guidance and best practices as appropriate to Florida and Orange County.
15. The District ~~will may will may~~ will conduct ~~daily periodic~~ health checks, ~~but not less than two times per week,~~ including temperature checks and symptom checking of employees and students, as long as it is a best practice, before ~~students get on the bus and before employees and students~~ entering the school and/or an OCPS facility. The District ~~will not may~~ may require request any bargaining unit employee ~~other than in addition to School Health Assistants and/or Nurse, LPNs~~ to perform temperature checks ~~and/or symptom checks of employees and students entering the school.~~ Other positions outside this bargaining unit may voluntarily assist with temperature checks.
16. In the event that a health assistant is absent, any other ~~c~~-Classified employees who agrees to perform assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. ~~Persons~~ Employees who have a fever of 100.4° F (38.0°C) or above or other signs of illness ~~should will~~ not be admitted to the worksite permitted to work.
17. Any classified employee who agrees to substitute or assist in the medical clinic shall be given an extra day of training. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.~~
18. Any classified employee who agrees to substitute or assist in the medical clinic shall ~~receive a supplement of \$50 per day~~ Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$50 per day. ~~Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$30 per day.~~ Any classified employee who agrees to substitute or assist in the medical clinic for more than two (2) hours shall receive a supplement of \$25 per day.
19. The District will ~~strongly~~ encourage parents and employees to conduct at home temperature checks before coming to school including but not limited to a special electronic correspondence and statement on OCPS social media platforms. ~~The district will strongly encourage parents and employees~~

~~to conduct at home temperature checks before coming to school.~~

- ~~20. 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 work remotely so long as that employee can perform at least 90% of their job functions remotely.~~

~~Those employees who are high risk due to COVID-19, (65 years and older or with underlying health conditions) may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.~~

~~Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.~~

~~Those employees who serve as primary caregiver of 3<sup>rd</sup> parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if a substantial percentage of their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.~~

~~If a remote assignment, either in full or in part, is not available due to work location staffing needs, the District will work to accommodate those employees at their work site to minimize exposure, to the extent feasible. The Union will provide the District with written notification where remote work has been denied.~~

~~Administrators will be encouraged to offer staggered or modified schedules where available.~~

~~The District shall notify administrators that telework shall be approved if 90% of the employee's job functions may be performed remotely.~~

~~The District shall notify administrators that a modified schedule shall be approved if 50% of the employee's job functions may be performed remotely.—~~

~~The district shall comply with the U.S. Equal Employment Opportunity Commission's recommendations in Pandemic Preparedness in the Workplace and the Americans with Disability Act. The District recognizes that the ADA requires reasonable accommodations for individuals with disabilities (absent undue hardship) during a pandemic.~~

- ~~2. The procedure to apply for a reasonable accommodation is as follows:-~~

~~An employee must first inform The District (1) in writing that (2) s/he has a medical condition that requires some change in the way a job is performed. The employee must disclose to the employer~~

which medical condition interferes with his/her ability to do the job (3) the employee must explain what limitations from the disability make it difficult to do the job in the workplace, and (4) how the job could still be performed from the employee's home (in whole or in part).

### 3. Reasonable Accommodations available:

The four reasonable accommodations, based upon the essential functions of the employee's position, shall be one or a combination of the following:

Telework (full time)

Telework (part time)

On-site accommodations

Temporary Re-Assignment

The District—in consultation with the employee—shall use the employee's job description as a basis for determining the accommodation provided. Factors include

The District does not have to remove any essential job duties to permit an employee to work at home. However, it may need to reassign some minor job duties or marginal functions (i.e., those that are not essential to the successful performance of a job) if they cannot be performed outside the workplace and they are the only obstacle to permitting an employee to work at home. If a marginal function needs to be reassigned, an employer may substitute another minor task that the employee with a disability could perform at home in order to keep employee workloads evenly distributed.

A representative from the District and the individual with a disability should determine whether some or all of the functions can be performed at home. If the employer determines that some job duties must be performed in the workplace, then the employer and employee need to decide whether working part time at home and part time in the workplace will meet both of their needs.

Next, A clear amended schedule and plan for how the employee will be supervised should be established.

If no work can be performed remotely, the District may offer the employee a modified work schedules or work space to limit interaction with other employees and the public.

### 4. For the purposes of this provision, the District shall use the following criteria when determining the feasibility of the reasonable accommodation:

the nature and cost of the accommodation needed;

the number of persons employed at this facility;



~~the number of students and/or visitors at this facility~~

~~the effect on expenses and resources of the facility;~~

~~▲ the overall financial resources, size, number of employees, and type and location of facilities of the employer (if the facility involved in the reasonable accommodation is part of a larger entity);~~

~~▲ the impact of the accommodation on the operation of the facility.~~

~~21. Those 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 work remotely three duty days per week and will report to their worksite two days so long as that employee can complete at least 50% of their job function remotely.~~

22. The district will provide all necessary equipment for employees who telework. The district will provide all necessary equipment for employees who telework.

~~23. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different job position with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU. Those employees who meet the above criteria but cannot telework may choose to be temporarily re-assigned to a different position tasks with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU.~~

24. The District shall limit non-essential school site visitors to the extent feasible. Any site visitor must undergo a health check and must comply with all other safety protocols established by this MOU.

25. The District will do the following:

- w. Provide plexi-glass transparent wellness screens at ~~every front office desk~~ public reception areas and replace as necessary.
- x. Provide face shields and necessary protective supplies for all bargaining unit employees assigned to ESE students with disabilities and replace as necessary.
- y. Provide PPE including but not limited to masks, as requested, gloves, as required, face shields, as required, disposable gowns, as required, and sanitizing supplies hand sanitizer and disinfectant wipes and/or cleaner and replace as needed. necessary.
- z. Implement training for classified employees regarding procedures to identify and address students who appear symptomatic, including clear guidelines for nurses and health assistants. ~~Provide training for Administrators and staff on t~~The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
- ~~aa. Establish 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. Notify OESPA of changes to the COVID-19 Health and Safety Procedures Manual. The District will include a record of changes within the procedures manual. A link to the document is on the home page of the District website.

- bb. Develop a parent or guardian communication and pick up plan.
- cc. Ensure symptomatic and/or COVID-19 positive individuals are sent home as soon as possible.
- dd. If there has been a confirmed COVID-19 case at a school or site, the District shall dismiss the room or building of students and staff for an initial consultation with local health officials.
- ee. Comply with the recommendation of local health officials including but not limited to identifying, contact tracing and notifying bargaining unit employees at the infected site of possible exposure.

Comply with recommendations from the Florida Department of Health and local health officials.

- ff. The District will require 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.
- gg. Comply with CDC recommendations including but not limited to classroom ratios in ESE classes.

26. Symptomatic and/or COVID-19 positive employees and students will be required to stay home.

Employees shall not drive District vehicles while wearing a face shield.

28. ~~Employees shall be placed on medical relief of duty with pay until they have received a negative test result. Employees shall be placed on medical relief of duty with pay until they have received a negative test result.~~

29. As recommended by the CDC:

COVID-19 positive employees and students will be required to stay 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.

- g. If an employee or student has COVID-19 symptoms they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, it has been at least ten (10) days since symptoms first appeared, and they provide a negative test result and/or doctor's clearance to return to school.
- h. If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, and they provide a negative test result and/or doctor's clearance to return to school.
- i. If an 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.

- ~~30. Any leave associated with COVID-19 will be subject to medical relief of duty up to fourteen (14) calendar days. Subsequent to 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 other available leave or unpaid leave. 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 (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. If an employee can directly trace exposure to work, they will be eligible for Worker's Compensation coverage. Worker's compensation coverage will be subject to applicable laws.~~
31. 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. **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.**
32. Employees shall not be negatively impacted, including but not limited to discipline or directive, for any COVID-19 related absence. **Other than the potential loss of personal accrued time, employees shall not be negatively impacted, including but not limited to discipline, directive or a negative evaluation for a COVID-19 related absence.**
33. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
34. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
- ~~35. Employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved. An employee may not refuse to work based upon a generalized fear of COVID-19, as such activities may result in a forfeiture of compensation. An employee may refuse to work (without fear or retaliation or negative impact on job evaluation) if the District fails to adhere to safety procedures as outlined in the COVID-19 Health and Safety Procedures Manual. No employee shall be disciplined, receive a directive or have their job evaluation negatively impacted for refusal to work in a situation in which the District knew, or should have known, that the likelihood of exposure to COVID-19 was substantial.~~
36. 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** shall provide an electronic sign in/out sheet. file to record the employee's daily time for those who do not use KRONOS.

37. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining the recommended “social distancing” standard of six (6) feet between individuals. ~~The district agrees to maintain the recommended “social distancing” standard of six (6) feet between individuals for all gathering of groups. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining the recommended “social distancing” standard of six (6) feet between individuals.~~

#### Custodial

- ~~38.~~ The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies ~~in compliance with CDC guidelines.~~
39. The District shall provide additional training, PPE, and cleaning supplies for those who must report to sanitize a work location where an employee or student tested positive for COVID-19 infected worksite. ~~Prior notification shall be given to members of the Custodial family that they are entering~~ cleaning a work location area where an employee or student tested positive for COVID-19.

#### Food and Nutrition Services

40. Food and Nutrition Services employees scheduled to begin work on Monday, August 10, 2020, may voluntarily begin work on Wednesday, August 5, 2020. They will be paid their normal hourly rate.

#### Information Technology

41. The District shall establish and train staff on COVID-19 procedures regarding sanitizing staff and student electronics devices.

#### Transportation

- ~~33. The District shall reduce the existing capacity on buses by 50% and no students shall share the same seat. The District shall provide signage on each seat that is to remain vacant. No students shall share the same seat. No students shall share the same seat, except for emergencies.~~
34. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
35. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing. ~~COVID-19 related absences shall not count towards perfect attendance bonus.~~
36. Bus operators and monitors shall be given a minimum of thirty (30) ~~twenty (20)~~ **thirty (30)** additional minutes at the start and end of the morning and afternoon run(s) to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.

37. If a route has a monitor, the bus operator and monitor shall be given **fifteen (15) ~~ten (10)~~ minutes at the end of the morning and afternoon run(s)** to sanitize windows including sills, all seats and high touch areas of the transportation vehicle.
38. **The Fall Conference will be held at selected high school performing arts centers. Masks will be mandatory, employees will use hand sanitizer before entering the center and when leaving the center. Social distancing protocols will be followed and clearly marked.**
39. All 10-month employees assigned to transportation may voluntarily report to their assigned work locations beginning Monday, August 3, 2020. Employees may be assigned alternate duties and different work hours from August 3-7, 2020. Reassignment shall be done by seniority at each compound ~~and the union President or his representative shall oversee the process.~~ **The Union President shall receive a copy of the script managers will be using when contacting employees and a list of employees in order of seniority.** Employees will **work and** receive full pay for each day in attendance **based on their 2019-20 weekday TS-25.** ~~but only required to work five (5) hours per day.~~
- ~~40. All 10-month employees assigned to transportation shall **may shall** report to their assigned work locations **training site** for training beginning, Monday, August 10, 2020. **The District will offer transportation to training sites at each work location. Employees who use their personal vehicle will not be reimbursed for mileage.**~~
41. All ~~d~~Drivers that **interact with students with disabilities** shall be provided with a face shield **as required**, masks, **as requested**, and gloves, **as required**, and other necessary PPE. **Face shields shall not be worn by bus operators while driving a district vehicle.**
- ~~42. There shall be a monitor assigned to each bus to ensure student compliance with COVID procedures. **There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.** ~~There shall be a monitor assigned to each bus, **based upon availability**, to ensure student compliance with COVID procedures.~~~~
- ~~43. The District shall install a transparent wellness screen on the back of each bus behind the driver's seat.~~
44. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

## **Training**

- ~~45. The District shall provide sufficient universal precautions training for employees on proper safety~~

protocols; how to use safety equipment and supplies safely and properly; and 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 shall be completed by no later than the first day in which the employee is required to implement it.

~~46. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description more than 10% of their total hours per week. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family, subject to accommodation modifications.~~

47. All ten month bargaining unit employees shall return to work on or before August 14, 2020. Classroom based employees shall be given extensive training on LaunchED. Classroom based employees shall be given training on LaunchED.

48. ~~All ten month bargaining unit employees shall be allowed to use personal or sick time — where available — for previously or historically scheduled work days between the period of August 1, 2020 and August 14, 2020.~~

#### Pay

~~Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.~~

#### Pay

~~Should a Stay at Home order be issued, the District agrees employees will not be required to report to work and will be paid through the duration of the Order.~~

The parties agree to meet and discuss how bargaining unit employees are assigned to perform duties outside their job family within ~~forty-five (45)~~ thirty-two (32) calendar days of this signed MOU.

#### Duration

Unless otherwise modified by this Memorandum, this agreement does not waive any provisions of the Collective Bargaining Agreement. This Memorandum shall remain in effect until ~~June 30, 2021~~ **December 31, 2020** unless otherwise mutually agreed to by the parties in writing. However, if reopening plans change for the 2020-2021 school year during the term of this agreement the parties mutually agree to meet and discuss revisions to this Memorandum.