

MINUTES

OESPA CBLT

Impact Bargaining Teleconference

Friday, August 7, 2020

In Attendance

Darlene Alvarez	OESPA	Annette Henry	OESPA	Julio Vazquez	OESPA
Yolanda Anderson	OESPA	Glarsnell Jean-Charles	OESPA	Byron Wilson	OESPA
LeighAnn Blackmore	District	Rivers Lewis	District	Mike Winters	District
Robin Bolden	OESPA	Clyde Mitchell	OESPA		
Beth Curran	District	Ron Pollard	OESPA		
Warren Davis	OESPA	Sophia Pollard	OESPA		
Temika Hampton	OESPA	Christina Pretorius	OESPA		
Theresa Harter-Miles	District	Krista Russell	District		
Temika Hampton	OESPA	Michelle Stiles	OEPSA		
Theresa Harter-Miles	District	Helen Tyree	OESPA		

Additional Attendees/Guests

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

Topics: Appendix A: District Counter, Appendix B: OESPA Counter, Appendix C: Final Agreement MOU-Reopening Schools

Minutes

Start	1:08 pm
LeighAnn Blackmore	We want to summarize. We are in agreement of two out of the three issues that are outstanding
Temika Hampton	We are having buyer's remorse, since you removed the supplement. We have concerns you will not be able to fill those positions, Dr. Jenkins said there is a shortage and will be difficult to fill. Other employees will be doing duties outside their job classification. But now that compensation is off the table, someone is going to have to be in the clinics, we strongly oppose our clerical staff going in the clinic. We agreed to revisit that in 32 days. So we are on the fence now. Have you had a chance to talk, we are concerned about filling the positions in time. I did not look today on the website. What is the district plan if you do not fill those positions? What is your plan to cover the clinic?
LeighAnn Blackmore	The Superintendent's comments were for registered nurses, which is an area that will be difficult to fill. That information is not the same when it comes to LPNs And it's not the same requirements for the school health assistance.

Temika Hampton	You have school health assistance resigning, there will be empty spots when students come back.
Ron Pollard	Prior to COVID-19, LPNs were dissatisfied with their pay, some are going to resign, and there is a great demand for the LPNs now. Some clinics have no RN or LPN. You will only have a school health assistance stuck in there and you are going to have a shortage. I also saw the news report that a shortage of LPNs also, We greatly disagree about the availability to fill positions.
Temika Hampton	What is the plan?
LeighAnn Blackmore	We have a variety of choices. Administrators on site that can handle things and they do, you can laugh all you want.
Temika Hampton	You do have a couple, but have more that are not.
LeighAnn Blackmore	Before now, I did not know what direction you wanted to go with this. Give me 30 minutes, I will find out what they are telling the schools. We want to make sure what that plan says what we have been talking about to this point.
Temika Hampton	I do not see any principals on here, you have a lot of plans but that is not being communicated.
LeighAnn Blackmore	We need to caucus for 30 minutes.
Return	2:50 pm
LeighAnn Blackmore	Did you receive our counter?
Temika Hampton	I just sent you a counter back to you counter.
LeighAnn Blackmore	Want me to take 5 minutes?
Temika Hampton	It is just one line we added to it because we are not trying to hold up
LeighAnn Blackmore	I do not have a problem meeting to discuss, I do not think it obligates either side. That is in addition to the other meeting we agreed to at the end of the document. We are not stepping away from that, we are committed as well.
LeighAnn Blackmore	I think we have a deal.
Ron Pollard	I am very disappointed but at this point if it keeps our members safe. I'm fine with it. Let someone else worry about it, we will be there if they are forced to go into the clinic.
LeighAnn Blackmore	We are committed to keeping employees safe, if that is not happening let us know. Who is signing from your side?
Temika Hampton	Ron always signs it.
LeighAnn Blackmore	Give me some time to clean this up. I will send it to you Temika and Michelle to make sure everything is correct. I thank you all, this was a heavy lift. This is not over and it will be a very fluid situation. I appreciate you working with us.
Temika Hampton	Our thing has always been keeping our people safe and if we have any issues we will follow up.
LeighAnn Blackmore	Absolutely and I would expect nothing else.
Temika Hampton	What is the time frame on processing the accommodations? Do they have to fill out the forms or can they just fill out the google doc and provide a doctor's note? The ones who got a no earlier need to reapply and they need a time frame for when they get their answers back.

LeighAnn Blackmore	I want to make sure the document we sign is correct and accurate.
Temika Hampton	Do we have an update on the install of the screens?
Mike Winter	It is the same as before, the projected date of arrival no later than August 12 th . I am working on how we are going to get them out to all the sights will have them in place before August 21 st
Temika Hampton	Any delay please notify us.
Mike Winter	I went to a few schools and mandatory mask signs are already up. They had other things on the counter to help keep distance.
Temika Hampton	One more question, The email Bill just sent about training, groups of 50?
Ron Pollard	I agree to it. I won't make a big deal about it. Just for a large auditorium.
LeighAnn Blackmore	Thank you let me get busy. I can't thank you enough.

Appendix A

District Counter, August 7, 2020

2:42 pm (#5 is the only change)

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 ~~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. 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. The District will cover clinic vacancies through our contract with Kelly Educational Staffing when feasible.~~
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 3rd 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 3rd 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.~~

~~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 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. A 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.
8. ~~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.~~
9. 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.
10. ~~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

- ~~11.~~ The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies ~~in compliance with CDC guidelines.~~
12. 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

13. 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

14. 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.~~
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 windows including sills, all seats and high touch areas of 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 windows including sills, all seats and high touch areas of 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.~~

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.

OEPSA, August 7, 2020

2:53 pm #5 see sentence in red

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

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 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 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.

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. The District will cover clinic vacancies through our contract with Kelly Educational Staffing when feasible. The parties agree to meet and discuss the implementation/effectiveness of this plan within thirty (30) calendar days of this signed MOU.~~
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 3rd 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 3rd 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:
- l. 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.~~
 - q. ~~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.~~
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.
15. ~~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.~~

16. ~~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.~~

~~17. 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.~~

~~18. 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.~~

~~19. 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.~~

~~20. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.~~

21. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.

~~22. 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.~~

23. 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.

24. 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

25. The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies ~~in compliance with CDC guidelines.~~
26. 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

27. 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

28. 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 ~~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.

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)~~ **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.**

Appendix C Signed MOU

**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 7th day of August 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 enter into a mutual interpretation of the Contract for the 2020-2021 school year as contemplated under Article II, Section I of the Contract Between the School Board of Orange County, Florida and the Orange Education Support Professionals Association.

NOW, THEREFORE, the parties mutually agree 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 the recommendations of local health officials, and applicable industry guidance and best practices as appropriate to Florida and Orange County.
2. The District will conduct periodic health checks, including temperature checks and symptom checking of employees and students, as long as it is a best practice, before entering the school and/or an OCPs facility. The District may request any bargaining unit employee in addition to School Health Assistants and/or Nurse, LPNs to perform temperature checks. Other positions outside this bargaining unit may assist with temperature checks.
3. Classified employees who assist with temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. Employees who have a fever of 100.4° F (38.0°C) or above or other signs of illness will not be permitted to work.
4. Any classified employee who agrees to substitute or assist in the medical clinic shall be given training regarding clinic protocols and procedures.
5. The District will cover clinic vacancies through our contract with Kelly Educational Staffing when feasible. The parties agree to meet and discuss the implementation/effectiveness of this plan within thirty (30) calendar days of this signed MOU.
6. 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 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 3rd parties who would be considered high risk may apply for an accommodation with the District and may be approved to work remotely if their work may be performed remotely. Applications for 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.

7. The District will provide all necessary equipment for employees who telework.
 8. Those employees who meet the above criteria but cannot telework may be assigned different tasks with less student contact, where available.
 9. 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.
 10. The District will do the following:
 - a. Provide transparent wellness screens at public reception areas and replace as necessary.
 - b. Provide face shields and necessary protective supplies for all bargaining unit employees assigned to students with disabilities and replace as necessary.
 - c. Provide masks, as requested, gloves, as required, face shields, as required, disposable gowns, as required, hand sanitizer and disinfectant wipes and/or cleaner and replace as needed.
 - d. The COVID-19 Health and Safety Procedures Manual will be made available for review by classified staff.
 - e. 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.
 - f. Comply with recommendations from the Florida Department of Health and local health officials.
 11. Employees shall not drive District vehicles while wearing a face shield.
 12. 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.
 13. 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.
-
7. 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.

8. Other than the potential loss of 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.
9. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
10. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
11. In order to avoid congregation of employees upon arrival and departure from the worksite, the District shall provide an electronic file to record the employee's daily time for those who do not use KRONOS.

Custodial

12. The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies.
13. The District shall provide additional training for those who must report to sanitize a work location where an employee or student tested positive for COVID-19. Prior notification shall be given to members of the Custodial family that they are cleaning a work area where an employee or student tested positive for COVID-19.

Food and Nutrition Services

14. 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

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

Transportation

16. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
17. Bus operators shall be given thirty (30) additional 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.

7. If a route has a monitor, the bus operator and monitor shall be given fifteen (15) 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.

8. 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.
9. 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. 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 pay for each day in attendance based on their 2019-20 weekday TS-25.
10. All 10-month employees assigned to transportation shall report to their assigned training site for training beginning, Monday, August 10, 2020.
11. Drivers that interact with students with disabilities shall be provided with a face shield as required, masks, as requested, and gloves, as required. Face shields shall not be worn by bus operators while driving a district vehicle.
12. There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.
13. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

Training


14. The District shall provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies; and how to de-escalate situations in which students refuse to follow protocols.
15. Classroom based employees shall be given training on LaunchED.

The parties agree to meet and discuss how bargaining unit employees are assigned to perform duties outside their job family within 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 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.

For School Board of Orange County, Florida:



Leigh Ann Blackmore
Director, Labor Relations

For Orange Education Support Professionals
Association:



Ronald Pollard
President

James Preusser

Senior Executive Director, Human Resources

