

OESPA CBLT  
Impact Bargaining Teleconference

MINUTES *Wednesday, July 29, 2020*

In Attendance

Yolanda Anderson	OESPA	Annette Henry	OESPA	Laura Supernard	District
LeighAnn Blackmore	District	Stephanie Heron	District	Helen Tyree	OESPA
Robin Bolden	OESPA	Rivers Lewis	District	Julio Vazquez	OESPA
Lindsay Bowlin	District	Judith Padres	District	Mike Winters	District
Beth Curran	District	Ron Pollard	OESPA		
Warren Davis	OESPA	Sophia Pollard	OESPA		
Jennifer Fowler	District	James Preusser	District		
Temika Hampton	OESPA	Krista Russell	District		
Theresa Harter-Miles	District	Michelle Stiles	OEPSA		

Additional Attendees/Guests

Kim Frye	District	Bill Wen	District
John Palmerini	District	Mark Watson	District

Topics: District Counter to MOU proposal by OESPA (see Appendix A)

Minutes

1:08	Greetings
Ron Pollard	I want to start right here, after reviewing your counter, did you really think this is something we would find acceptable? Was the reason to keep us waiting to approve and sign this? If I am wrong I want you to correct me. You have completely done away with the CDC guidelines. We forced them to come back to work. If we did not come today to compromise then why are we here?
Jim Preusser	Well first and foremost there are things that we did agree to and modified, Dr. Jenkins reviewed did not sign off, please let us know if you have issues, it is a collaborative discussion. Page 2 talks through PPE and other safety measures, on page 4 the district is not opposed. We believe if there is a health and safety issue employees would bring it to management and resolve immediately. If you want to walk us through, we are not here to dictate.
Ron Pollard	I will refer to Tamika.

Michelle Stile	I was going to say something. What you did not address is why you struck through the CDC guidelines. What is the district's reasoning in not adhering to the CDC guidelines? So I think that is something that is alarming to us.
Jim Preusser	The CDC guidelines change often, the item addresses what has been relevant to CDC guidelines. We are putting people on Medical Relief of Duty for employees with Health conditions and are 65 or older. Page 2 was in the previous agreement. We believe we identified. If you want to address this we are happy to listen.
Michelle Stile	We want to understand what you are you currently following.
Jim Preusser	When we talk about the emergency order, we are conversing with them. We have incorporated items in here, staff, students and the community.
Michelle Stile	Our lawyers saw that the district stuck through items regarding health checks, we said daily and you said may.
Michelle Stile	Obviously the word may is toothless, we need to find a word that protects employees.
Jim Preusser	The word may is in there because what happens if they go away. We are open to discussion, we do not want any of you to think we do not have the employee's safety in mind. Some of the language was very specific and the language we put in here was a little broader. Look at page 3 for example in the middle of the page. We are in conversation with the Department of Health. We are trying to keep it a little broader. That is the purpose of some of the strike through. Even as we review daily we are going to have to change it.
Michelle Stile	I am trying to be pragmatic, is district is coordinating with the Department of Health and not the CDC?
Jim Preusser	When we have cases with COVID-19 we work with Dr. Pino at the health department
Ron Pollard	We do not want to debate this right now.
Jim Preusser	I mention him by name because he is the physician. It is not to say the district is not open to discussion. We are happy to listen.
Temika Hampton	As a follow up, I hear you saying you are collaborating with the health department. We had 11 items and you marked out 9 of them. So you said we agreed but out of the 11, 8 are completely marked through. You struck through 12.i.
Jim Preusser	If you guys are interested in a portion of 12. i. we are open to that.
Temika Hampton	You just marked through it but didn't say what you are doing. If you are not following CDC what guidelines are your procedures based off of? You struck through CDC but who are you working with?
Jim Preusser	Why not give us a chance to walk through the proposal. I understand the point. Let us go through the proposal.
LeighAnn Blackmore	Going through the proposal: #1 removed CDC and left applicable laws. #2 things are changing so we shifted from will to may. We are committed until it stops being a practice. We expanded because we have two job groups in the health family. And then other positions outside the bargaining union.

	<p>We will be provided clear guidelines and training.</p> <p>We do not believe it requires additional days of training why we struck through #4</p> <p>#5 we cannot do so based on funding</p> <p>#6 Not appropriate for this bargaining unit</p> <p>#7 We modified the language for those who are high risk who may apply for accommodation, to go through legal services</p> <p>#8 not something we think is practical</p> <p>#9 is a given</p> <p>#10 if you can't telework we are not the committee to reassign employees to different position</p>
Jim Preusser	So when you look at #7,#8 and #10 we are trying to be consistent with people applying for an accommodation
LeighAnn Blackmore	<p>#11 we are fine</p> <p>#12 gets into the specific safety measures we are going to take. Provide face shield were necessary. Paragraph c is in line with what we have done all along and replace as needed.</p> <p>#13 already spoken further below.</p>
Temika Hampton	Why is 12.e.-12.k. struck through?
Jim Preusser	If we speak directly to the re-opening, the executive order requires that we must open brick and mortar 5 days a week. I understand your point about 12.i., we believe there are thing we already incorporated in the agreement. Maybe we should not have struck through the whole sentence. We believe that we will have and currently have procedures in place. We refer back to the Department of Health cases we have. Establish procedure I do not know if you have or have not seen...
Temika Hampton	That might be part of the problem
Jim Preusser r	You didn't let me finish what I was saying if it is the union's position, I understand your point there.
Temika Hampton	We are writing this without knowing, if you would have collaborated on the procedure.
Jim Preusser	You know that is not the case
Temika Hampton	You know how I work, this counter brought up some emotion because in good faith I cannot have anyone sign this.
Jim Preusser	So that is why I am saying, if there are elements to discuss, I will share with you. I believe there are things in this agreement that can be more specific of course. Let us go through the entire proposal.
Ron Pollard	Back on 12.i., maybe that should stay in, we have had issues with some locations or schools not being notified until it is too late. An employee needs to know what is going on at their school.
Jim Preusser	I understand.

Temika Hampton	I want to piggyback on this, we have experienced this. We have 12 month employees who have been exposed and do not know the procedures. We need a copy of the procedures to see if we are ok with it. We are talking about what has happened.
Jim Preusser	I understand, that is why our statement is a little broader, things are changing regularly, as we speak. Right now it is changing rapidly. That is why I struck out the language in the middle of the page. Those were things we were doing then it all changed. Just understand it is evolving and changing. The district is not trying to get away without following the CDC guidelines, we have executive order to follow.
Temika Hampton	That may be part of the problem and the new policies are not getting out to the administrators. We need to know when you guys change a policy. The communication going out to the administration is not getting to the employees.
Jim Preusser	That is why the language is broad. We are not getting into the symptomatic stuff.
LeighAnn Blackmore	#13 covered in #3 below. We added employees should not drive while wearing a mask in place of the language we struck in #13. #2 is covered in #3 #4 May need to modify slightly #5 and 6 struck through #7 fine #8 added by employees
Temika Hampton	Why is #5 and #6 struck through?
Jim Preusser r	We are not going to have an employee sign a waiver. If John Palmerini comes back on he can address this.
Ron Pollard	If it is not a problem and no one will be required to sign why can't it be in an agreement?
Jim Preusser	Our opinion is it does not need to be in an agreement.
Ron Pollard	I have heard examples of some other district asking employees to sign a waiver.
Jim Preusser	But it is saying here we are waiving any rights. Maybe we need to reword it. We are happy to do that. I understand.
LeighAnn Blackmore	#6 Employees could be negatively impacted.
Temika Hampton	The concern was negatively impacted by COVID-19 absences.
LeighAnn Blackmore	#7 fine #8 added by employees #9 employee may not refuse to work because of a fear of COVID-19 #10 will provide an electronic file for recording absences except for employees using KRONOS. #11 this is something that keeps changing groups of 50 but social distance has as well some say 6 some say 3-6 feet

Ron Pollard	#9 that is a scary one too for employees working in the clinic area for those who are sick. If we decide to send a clerk over to those kids, it could be with no pay.
Jim Preusser	Can we pause? John Palmerini, can you address the waiver question, we are not going to ask employees to sign a waiver
John Palmerini	I know we did previously, but at this point we are going back to normal schedule, employees will have the full protection they would be entitled to.
Temika Hampton	What if an employee is asked to sign a waiver?
John Palmerini	I advised our folks we are not going to have waivers. If you see it happening let me know.
Temika Hampton	That is why we have it in language, so we do not have to do the catch me if you can. Some employees will not tell us, the administration will say they do not know. It would help the ones who want the assurance in writing, if it is in the MOU.
John Palmerini	I hear you. I guess this is something we have to caucus on.
LeighAnn Blackmore	#14 Change to electronic devices On to the Transportation section
Helen Tyree	What are the dates you said Pay area 82's would be returning? Was it on the 3 <sup>rd</sup> is that still correct? You do have some Pay area 84's whose first day will be...
LeighAnn Blackmore	Pay area 82s start on 8/3. Pay area 83s start on 8/3 or 8/10.
Helen Tyree	Some employees work 188 days.
LeighAnn Blackmore	Pay area 84s come back on the 5 <sup>th</sup> however, some are not back until the 10 <sup>th</sup>
Helen Tyree	Thank you.
LeighAnn Blackmore	Transportation section: We can't guarantee that a bus is no more than 50% it could be as much as 65%.
Temika Hampton	Where are you getting the requirements
Kim Frye	We are not going to be more than 50% and right now it may not be but 36%, But we may not be able to do one to a seat. Some school districts are loading busses to max capacity, but we are not going to do this.
Temika Hampton	What guidance are you relying on, I think we need to know?
Kim Frye	Bill has been working on that side of the house.
LeighAnn Blackmore	#16 fine #17 That could be difficult. We can schedule stagger arrive and departure times, but with traffic we might not be staggered at first. #18 Bus operators 20 additional minute if monitor both will be given 10 minutes. #20 is new language concerning the Fall Conference. #21 we need to talk since this is what would happen next week. So employees can voluntarily report to alternate duties and different hours. We have a question on union overseeing.
Temika Hampton	The reason we wrote this is when they came back in May it (the alternate work) was supposed to be done and we got complaints. We want to make sure the process will

	be done correctly this time. We could allocate people to go wherever they are needed as long as we are consistent and fair.
LeighAnn Blackmore	Is seniority the only way?
Temika Hampton	We mirrored what was in the bid process. And even that has changed, we are trying to cut down on the number of complaints. We are trying to help repair that relationship on our end.
LeighAnn Blackmore	One thing we talked about was providing you the script and list, is that sufficient oversight?  Employees who do work would receive pay. One question we may not have work for 100 people if everyone wants to work that week.
Temika Hampton	I would say yes, they have given us some ideas of what they can do. Warren do you have the list?
Warren Davis	Additional training, assist food service, work in the custodial areas.
Temika Hampton	Cleaning, PPE training, first aide, CPR, training, so to answer your question so the expectation is there will be work to do.
LeighAnn Blackmore	#22 all 10 month report to assign training site. #23 drivers that interact shall be provided with a face shield. #24 we do not have sufficient monitor or the funds #25 ok #26 defined 3 areas of training #27 we can't agree to this #28 no longer correct #29 is not relevant Duration Expire Dec 31 <sup>st</sup>
Temika Hampton	# 28 We struck through the first part, 2nd part is providing training.
LeighAnn Blackmore	We will provide any training to do their job. Your word extensive is a problem.
Temika Hampton	But you struck the whole line.
LeighAnn Blackmore	We can enter into an MOU if on a short term basis.
Michelle Stile	That language has not previously changed, this is just for the first semester.
LeighAnn Blackmore	This would expire Dec 31, 2020
Jim Preusser	The reason being is that the Executive order speaks about the first semester.
Michelle Stile	Ok
Jim Preusser	They (DOE) will be reevaluating
Temika Hampton	We will send you a counter back. Michelle covered going back to health and safety earlier. By what authority are you going to rely? Are you using the Department of Health?

Jim Preusser	Subject to advice from the Florida Department of Health and the local Department of Health, those conversations continue to happen. We are having conversations both locally and at the state level. We are following the actual Executive order.
Michelle Stile	I apologize, but the issue is transparency, we want to be able to point our members and community to the recommendations.
Jim Preusser	It's very fluid with and we communication daily directly with Florida Department of Health.
Michelle Stile	How will the district will communicate what the procedure is going to be?
Jim Preusser	There is not to say there are not elements of CDC guidelines in the document such as, social distancing, wearing a mask and hand washing. What we are talking about are reopening requirements. If Department of Health said we should not be opening we would not have to reopen until the Department gave us the all clear. The Executive order has very specific criteria. The Executive order is why we are reopening brick and mortar at least five days a week. The Executive order has not changed. But it is not to say or people on the call to think we are not identifying where we need health and safety procedures. The reason we struck through about the CDC is that their guidelines change often.
Michelle Stile	Can we just change CDC to FLDOH? Jim Preusser I do not want you to think we are arguing we're just wanting to create a plan for our employees to be safe.
Jim Preusser	Maybe we can work on other language for 12.i. Let's look for another way to work on some of that language.
Temika Hampton	We have to cite some authority.
Jim Preusser	I understand. We are specifically looking at the executive order and the requirements.
Temika Hampton	#2 We are opposed to going back to will and adding language so that any bargaining unit employee can cover for the LPN and school health assistant in the Clinic. We have real concern about pulling the clerk to cover health assistant. They are not in job family, would want more clarification, we not comfortable with any employee
Jim Preusser r	So you are saying there is some way to define and not go outside the job family. Are you opposed to being trained? You do not like required.
LeighAnn Blackmore	We changed require to request.
Michelle Stile	If they do not want to work in the clinic, does that turn into discipline?
Jim Preusser	Squeamish to take a temp check?
Michelle Stile	Being asked to do medical things, since the employee signed up to be a book keeper.
Temika Hampton	We are not opposed it should they be compensated to assume the risk. What training is provided for health assistants? What typically happens is that the sub is told when students need medicine at a particular time. That is not training.
Jim Preusser	I understand.
Temika Hampton	#3 We left it at persons not employees, what if there are students?
Jim Preusser	We addressed that later on in the document.

Temika Hampton	But you didn't address fever. #6 strongly encourage. This is to protect bus drivers.
Jim Preusser	But this is not the place for that here in this MOU. We will show you a memo that was sent home to parents. During the summer people were coming into school without masks. The mandate now is they need to wear a mask. I'm not sure of what type of communication you want. I do not think it should be in this agreement. I think that what you want to is for us to give you the communication and acknowledge we have provided communication to them.
Temika Hampton	That is correct
Jim Preusser	And again things we struck through was in other areas
Temika Hampton	#7 High risk. As far as the accommodation who decides if they can telework? Now administrators are giving reasons as to why the staff cannot telework. Who decided and what is the criteria?
LeighAnn Blackmore	(gave an example of who could be denied and why.)
Ron Pollard	They were denied even though they have an accommodation?
Michelle Stile	Those who work in payroll in FNS can do 90% of the work from home. The small amount can be taken care of by the office staff. Sometimes administrators forget that are at home because they are high risk. If employees can do most of the work at home we should be able to keep them at home. Have them come in to the office like Professional standards does. They do not all come in on the same day. We need to take steps to protect our employees
LeighAnn Blackmore	If they are high risk and they cannot come in there are other options.
Michelle Stile	They should be able to spend most of the time teleworking. Even if they cannot do 100%.
Temika Hampton	Food services clerk on the east side work from home, four out of five days. Who decides making some for some and not others? Most employees in the RBELC are able to work remotely, but administrators think it is all or nothing. Employees should not having to decide between a paycheck and health.
LeighAnn Blackmore	We understand.
Temika Hampton	Who decides and what is the criteria? This goes to #8 as well. #9 that happens automatically, but administrators say show me in writing or I am not doing it.
LeighAnn Blackmore	Can you give me specifics of where this is not happening?
Temika Hampton	I will go through my call logs, I do know of one instance at Lake Nona High using personal computer to do work. #10 You struck this because you do not know if positions are available. It implies there are positions available. #12 We are talking about Plexiglass. Are these the ones that are the ones up currently?



LeighAnn Blackmore	Mike Winter is going to install across all schools. We have some throughout the district.
Mike Winter	We have not installed any at the schools so if schools have them I doubt it is consistent with what we order. Plan to have a minimum of one at elementary and two at high.
Temika Hampton	Do you have the dimensions? People can lean around it.
Mike Winter	All of these are 36" tall and 48" wide on a free standing base that sits on top of counter or desk. There is a 2" pass for pass through for paper work. The screen is designed to block sneeze and coughing
Temika Hampton	I think we may be able to come to an agreement on that one.
Mike Winter	We will install the week of the 10 <sup>th</sup> through the 12 <sup>th</sup> .
Krista Russell	Mike, do you have a picture of the screens?
Mike Winter	Yes they can go into cubicle or desk, we did order extra parts in case it has to be mounted.
Temika Hampton	12.c. – we can agree. Who determines as required?
LeighAnn Blackmore	It's as determined by the job and interaction, face shield and gloves for interaction with students with disability.
Temika Hampton	Who decided if it is warranted?
LeighAnn Blackmore	If you work in an office and no interaction you do not need a face shield, working with students with disability that is a job that requires a face shield.
Temika Hampton	We still stand behind 12.e.-k. Do you have a specific manual if someone test positive? Do you have written procedure, not just on the employee procedure this also has to do with students. What should be done with that student?
LeighAnn Blackmore	I believe it is addressed in the FAQ.
Temika Hampton	I think the reason we have all these questions, we do not have a clear directions on what the procedures will be. If I am in the classroom and see a student showing COVID-19 related symptoms, who does what?
LeighAnn Blackmore	We had it the procedures for summer school.
Temika Hampton	Can we get a copy?
LeighAnn Blackmore	They would be escorted to the sick room.
Temika Hampton	That is for parent knowledge not the employee side. Who is going to man the sick clinic compared to the healthy clinic?
LeighAnn Blackmore	Just because someone has a fever and has symptoms doesn't mean they may have COVID-19.
Temika Hampton	Well maybe that person was positive and you have been active for the last 3-4 days. What is the procedure for person in sick room from a safety standpoint? What are we doing with that para until we know if the student has tested positive or not. How many students can be in the clinic?
LeighAnn Blackmore	I understand.

Temika Hampton	What I hear you saying is 12.e., f. and g. are included in the plan.
LeighAnn Blackmore	Yes, unless there has been some modifications.
Temika Hampton	The goal post keeps moving.
Jim Preusser	Maybe it would be helpful to send us the questions and we can provide you answers. We have to go out to other departments to get those answers. Safety and Security may have it in place, we have no problem providing that. I understand what you are saying, I want to know what happens when X happens. I know you are asking us verbally.
Temika Hampton	If you send us the procedure and we can go from there. If there are no written procedures we have a problem.
Jim Preusser	Let us dove a little further in that, let us see what we can find.
Temika Hampton	I will get off the procedure and go on to other items.
Jim Preusser	Let us caucus and regroup.
Temika Hampton	Page 3 #3 I see you made changes may to will
LeighAnn Blackmore	We changed may to will because the health department's requirement
Temika Hampton	We will be looking at the advice of the FL Department of Health. Page 4 #4 You wrote this in. I think we had said you changed to up to 14 calendar days. We should be keeping our people safe; if you feel sick you have to have a negative test. You are going to do what is required by the act and nothing more than that. 14 calendar days.
Jim Preusser	Medical Relief of Duty
LeighAnn Blackmore	The 14 days are separate from Families First.
Lindsay Bowlin	Regarding what LeighAnn Blackmore says, Employees are placed on Medical Relief of Duty for 14 days.
Temika Hampton	We need more explanation.
Lindsay Bowlin	Breaking up emergency FMLA childcare if schools are closed. What it is saying is if the employee has Covid 19 symptoms they get 14 days of Medical Relief of Duty, 10 days emergency sick leave, 10 days FMLA, then leave, then unpaid.
Temika Hampton	If they exhausted their leave for something they contracted at work they would then be on unpaid leave.
John Palmerini	They may or may not picked it up at work, if you were able to trace it to work that is different.
Temika Hampton	Suzie gets tested, and is positive?
John Palmerini	Suzie may have been at the club, we are giving 14 days of Medical Relief of Duty and then the Families First Act.
Temika Hampton	I am talking worse case scenario, what is going to happen? They are going to call us.
John Palmerini	If you go on 14 calendar days, 10 duty days, emergency sick that's 10 more days. Only after those 20 days that the employee would have to use their own leave. At

	some point they are going to have to use their own leave. Some people may not be eligible you get emergency sick leave once.
Ron Pollard	You use the word generous, the district is not giving them anything.
John Palmerini	I understand what you are saying, but what I am saying the Medical Relief of Duty is not something contractually we are required to do. I want you to understand that we do have this Medical Relief of Duty. Other districts are not doing this. I mean in addition to what employers are required to do by law.
Michelle Stile	How is it determined to up to 14 days?
John Palmerini	For example you have close contact we are urging you to get a test. In seven calendar day you get a negative you should come back. To the extent that the testing takes a little longer we know it is taking a week or so to get.
Temika Hampton	As far as district position on leave you are only going to do beyond the 14 days, the first MOU was those taking care of those at high risk. Are we still leaving those people out? Some employees are parents with high risk. Those who are at high risk or 65 and older, are we considering those caring for high risk.
LeighAnn Blackmore	Only those who are high risk themselves.
Temika Hampton	That is my gift for today. I think we can caucus for the day.
Helen Tyree	Will the district be providing for student and staff supplies or will supplies be coming out of school budget or district?
LeighAnn Blackmore	We can't speak to the budget but we can speak that they will be available.
Temika Hampton	What we need from you guys is the procedure you have in place and a copy as far as district wide.
LeighAnn Blackmore	I did get a message from Bill, they are planning on two students per seat with masks.
Temika Hampton	I am talking about the plan that is the procedure. You are going to send it to us?
Temika Hampton	The entire transportation procedure, Kim was going to send being provided to the employees, loading, cleaning requirements, etc. we were promised that by today.
LeighAnn Blackmore	I will reach out to Kim Frye.
Temika Hampton	I am talking about the transportation training safety plan. Final things because we are not there, as far as MOU in place set to expire currently have people who telework.
Jim Preusser	Are you available to meet tomorrow in the afternoon?
Temika Hampton	Yew we will figure it out. Let's say 1pm if not we will back the time up, send us the information today.
Jim Preusser	We will send you as much as we can between today and tomorrow morning.
Krista Russell	If you have anyone who needs to be released please let me know.
Temika Hampton	See you tomorrow.

Meeting ended approx. 3:30 pm

## Appendix A

District counter July 29 2020

Sent July 28 5:02 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).

~~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 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.

NOW, THEREFORE, the parties mutually agree ~~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 ("CDC") guidelines and~~ applicable privacy laws and regulations.
2. The District ~~will~~ may conduct daily health checks, including temperature checks and symptom checking of employees and students, 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 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 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.~~

5. ~~Any classified employee who agrees to substitute or assist in the medical clinic shall receive a supplement of \$50 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.~~
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 their work may be performed remotely. Applications for an accommodation must be made through the Office of Legal Services.
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.~~
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.~~
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 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.
  - 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.~~

- ~~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.~~
- ~~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.~~

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

~~2. Employees shall be placed on medical relief of duty with pay until they have received a negative test result.~~

3. ~~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.~~

4. 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.

- ~~5. 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.~~
6. Employees shall not be negatively impacted, including but not limited to discipline or directive, for any COVID-19 related absence.
7. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
8. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
9. ~~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.**
10. 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.**
11. ~~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**

- ~~12. The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies in compliance with CDC guidelines.~~
13. 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.

### **Information Technology**

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

### **Transportation**

- ~~15. 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.~~

16. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
17. ~~Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.~~
18. Bus operators ~~and monitors~~ shall be given ~~a minimum of thirty (30)~~ **twenty (20)** additional minutes at the ~~start and end~~ **of the morning and afternoon run(s)** to sanitize the transportation vehicle.
19. If a route has a monitor, the bus operator and monitor shall be given **ten (10) minutes at the end of the morning and afternoon run(s)** to sanitize the transportation vehicle.
20. **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.**
21. 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.~~ 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.~~
22. All 10-month employees assigned to transportation shall report to their assigned ~~work locations~~ **training site** for training beginning, Monday, August 10, 2020.
23. ~~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.**
24. ~~There shall be a monitor assigned to each bus to ensure student compliance with COVID procedures.~~
25. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

### **Training**

- ~~26. 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.~~

~~27. 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.~~

~~28. 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.~~

~~29. 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.~~

### Duration

This Memorandum shall remain in effect until ~~June 30, 2021~~ **December 31, 2020** unless otherwise mutually agreed to by the parties in writing.