

# MINUTES

OESPA CBLT

Impact Bargaining Teleconference

*Friday, July 31, 2020*

*1:00 PM*

## In Attendance

Darlene Alvarez	OESPA	Glarsnell Jean-Charles	OESPA	Michelle Stile	OEPSA
Yolanda Anderson	OESPA	Clyde Mitchell	OESPA	Laura Supernard	District
LeighAnn Blackmore	District	Rivers Lewis	District	Mike Winter	District
Robin Bolden	OESPA	Ron Pollard	OESPA		
Jennifer Fowler	District	Sophia Pollard	OESPA		
Temika Hampton	OESPA	Christina Pretorius	OESPA		
Theresa Harter-Miles	District	Judith Padres	District		
Stephanie Heron	District	Krista Russell	District		

## Additional Attendees/Guests

Mark Watson	District	Kim Frye	District	John Palmerini	District
-------------	----------	----------	----------	----------------	----------

**Topics: Appendix A: OESPA counter, Appendix B: District**

Minutes-Meeting actually started at 3:05.

LeighAnn Blackmore	Thank you for your patience this afternoon. I wanted to make sure we had meaningful discussion so thank you to you and your team.
LeighAnn Blackmore	I sent you a copy of procedures manual, transportation tentative agenda, and responses to your questions. Is there anything here we need to discuss?
Temika Hampton	I was referencing the worksite in the manual, there is to be a site COVID leader at each work site. Will something be posted so employees will know who it is?
LeighAnn Blackmore	I will check with our safety team to see if their intention is for it to be the site based administrator.
Michelle Stile	The work site administrator?
LeighAnn Blackmore	The principal or lead admin for that site.
Temika Hampton	Since custodians do not report to a principal, our custodians don't know to whom to report COVID issues.
LeighAnn Blackmore	It would be that site administrator.

Temika Hampton	We are looking at your counter as we speak. I see where we are making some progress. We would want to revert back on #18, since we have an answer.
Michelle Stile	Is it a situation right now where either we have to come to agreement on everything or can we come to agreement on the most pressing items?
LeighAnn Blackmore	I am open to discussing that.
Michelle Stile	Is it still the position to not extend the MOU?
LeighAnn Blackmore	Yes, it expired yesterday.
Ron Pollard	Then we are back where we were yesterday. They are being kicked back to school.
LeighAnn Blackmore	There are things that have to be done on site, things that can't be done remotely at all. It's not an all or nothing. If there are tasks that can be done remotely, we are not opposed to that, but some things have to be done at the site.
Temika Hampton	THE MOU has expired. There is now no accommodation for high risk. But the memo to administrators says that since we are in Phase II, they will get their accommodation. Will that accommodation be extended to staff?
LeighAnn Blackmore	The accommodation is ADA.
Temika Hampton	(Reading from Michael Graf's memo to an employee): "At this time the MOU has not been extended, and I cannot approve your accommodation." But is the administration saying that due to PHASE II they are still high risk?
LeighAnn Blackmore	If it is an ADA accommodation they will get that. John Palmerini will be joining the call and we can ask him.
Temika Hampton	There are still some things to hash out, and there will not be agreement to the whole MOU today. We need to get this straight so we know what our next steps are. Mr. Graf is not even considering accommodations for classified since the MOU has expired. I can send you a copy.
LeighAnn Blackmore	I would like to see the copy. Can we look at the MOU and see where we still need some work? Or without an answer to the accommodation are you saying that you won't agree to anything?
Temika Hampton	Yes we can look at the MOU.
LeighAnn Blackmore	So item #7 is still an issue to discuss.
Temika Hampton	#7 is the priority.
Ron Pollard	Is John going to come on before we get off today? These people who are high risk and have had the accommodation, what are they supposed to do going forward? If they can't work from home what do you expect them to do? Quit? How do we protect these people when they are in danger?
LeighAnn Blackmore	The employees who cannot telework, can take a leave of absence, we are not asking them to quit. But we are not going to pay them. If they have a reason not to work, we will grant that. The second issue is one that John can speak to.
Ron Pollard	This is life and death for these people. We know of a principal said he could override any MOU.
LeighAnn Blackmore	Please share his name with me privately and I will have a discussion with them.
LeighAnn Blackmore	So let's get started on the MOU.  1 <sup>st</sup> para, moved language from 2 <sup>nd</sup> to this paragraph, need legality of mutual interpretation, we discussed with John Palmerini before proposing it.

	<p>Health and safety: OESPA good on #1</p> <p>#2: changed back to “may” because temperature checks will be periodic. This is based on Leadership and Emergency Management.</p> <p>Struck voluntarily because it is outside the bargaining unit. Temika, it is ok.</p> <p>#3 good for both teams</p> <p>#4 good for both teams</p> <p>#5, we can’t do it because we don’t have funding for that, OESPA doesn’t understand that and is not good with this language.</p>
LeighAnn Blackmore	We are trying to use Cares Act money for its best use, which is why we now will have 2 employees in the clinic.
Michelle Stile	The spirit of the Cares Act would be to allow for extra funding, and the states would not take away money.
LeighAnn Blackmore	That is what we are doing. We need to put some in reserve, because we don’t know how might have to use it.
Ron Pollard	Still troubled about the budget, you are using money from the Cares Act- \$7.5M for additional HSA and LPNs. If you can’t find them what are you going to do?
LeighAnn Blackmore	We have heard that LPNs are much more plentiful. And it is in your bargaining unit. RN’s would be the other.
Ron Pollard	If you can’t find them and you have to use others in our barg unit, why can there not be a stipend for them
LeighAnn Blackmore	If we cannot find them, we can come back and talk about this.
Ron Pollard	No one is being forced to work in the clinic
LeighAnn Blackmore	No it is voluntarily
Temika Hampton	As you look to fill, who is going in there to do the job?
LeighAnn Blackmore	I think we are talking about what if’s
Temika Hampton	Yes that is right, holding the CARES fund is a what if.
LeighAnn Blackmore	Except the district is committed to two attendants in the clinic
Temika Hampton	<p>#5, no agreement</p> <p>#6, in agreement</p> <p>#7, no agreement</p>
Temika Hampton	Let’s go to #7 since John is here. The 1 <sup>st</sup> question is –arbitrary and cap way the accommodation is being applied now. Ext MOU then qualify. For admin because it is Phase II, you don’t have to be on site and can be accommodate. Why can’t classified can’t get the accommodation.
John Palmerini	I need to look into it. But I will tell you that a great many admin accommodation will be over. Because they need to be on campus supporting students. Like classified folks are being. I will check on the verbiage in the two letters. We will not treat people in an arbitrial manner and will not have a cap. We want to accommodate people when we can. We will have to have employees come into building to work
Temika Hampton	Looks like the accommodation is not being given to classified employees.

John Palmerini	Part of the concern is that the MOU expired. I will need to check on it and get back.
Temika Hampton	Please ask Michael for the two emails. Legally we are in Phase II. If they are 65 or older they are high risk.
John	They will qualify for telework if it can be done for them.
Temika Hampton	We are not signing today we still have things to work out. But what happens to people on Monday? We think it's inaccurate if applying differently. We should be processing accommodation whether have a MOU or not.
Michelle Stile	Respectfully, this borders on unfair labor practice; bad faith bargaining. You are forcing these people to work because we are in this labor dispute. People who have been teleworking effectively and the boss says yes, should not have to go into work Monday.
Temika Hampton	We just want our people treated fairly. If they qualify based on age and high risk they get their accommodation and not just because of the MOU
Temika Hampton	Reviewing MOU counter: Beginning paragraph: We not waiving anything in the contract by having this agreement. Doesn't change any work conditions. It clarifies what is a safe working environ.
John Palmerini	We are trying to bring in the language as to what a MOU is. From Article II, section. I
Temika Hampton	Maybe adding nothing here waives any rights currently in the contract, addressing the safe ...
John Palmerini	If you want to draft something up, I can take a look at it.
Temika Hampton	#7, don't agree – major sticking area #9 agree #10 have to check with team #12 a, ok, need to see it once it is up 12 b, ok 12 c, ok 12d, are you not going to train people on the email. Our people may not see the email because they are not on a computer all day. Will there be any training on the procedures manual?
LeighAnn Blackmore	We will probably not have training on the entire manual for every employee. We did training this summer on the SHA, LPNs during summer school, the specific area where someone works will have training provided. Some of the stuff will be covered by signage. Things that apply for trans will be trained. I can't tell you what the plan will be for every job position, but there is a link for it.
Temika Hampton	Are you planning on training administration since they are supposed to be the go to person?
LeighAnn Blackmore	I don't know right now, but I can get that information.
Temika Hampton	We can see when changes can be made (yes) 12 E is fine 12 j, --why not 10 or more people not settled 13 is ok Page 4 #3 is same issue in #1 worker's comp Page 5, 4 is ok, 5 is ok,

	Page 5, #8, why did you strike that.
LeighAnn Blackmore	Because you cannot refuse to work
Temika Hampton	Yes when it is a life and death situation
LeighAnn Blackmore	I don't think you can call one of our safety procedures, a life and death.
John Palmerini	With respect that an employee can refuse to work causes us heartburn. You have to give management a chance to correct the issue before you refuse to work. I get where you are coming from. This language is extremely broad. We will not retaliate for telling us about safety issues. I think you have to give us the chance to correct, before an employee refuses
Michelle Stile	I can commit to rewriting this and mirroring contract language and send it to you.
John Palmerini	That would be good.
Temika Hampton	We wanted to clarify that point that is in the contract. But we can work on this
John Palmerini	Language seems like refuse first ask questions later
Temika Hampton	Pg 5m #10: why not at school sites, we are not there yet
LeighAnn Blackmore	At the school sites there are many other differences, administration sites are more concrete
Temika Hampton	We will look at that #12 pg 5 ok
Mike Winter	They are all given notification now. With a positive, it's a special team and bring in an electromagnetic sprayer and the team that has been sent. With more sprayers we will have more training.
Temika Hampton	Page 6, 13 ok Pg 6, 15, not much in manual about transportation or in the agenda for Fall conference. How many routes from last year?
Kim Frye	SWe ended year with 847 routes and 50 drivers short. This year 737 people, and we don't know how many routes this year. 280 monitors have said they will return.
Temika Hampton	#15 we will need the data of how many routes and drivers... #17, perfect attendance makes people come in sick
LeighAnn Blackmore	We would like to have a separate conversation about the attendance bonus.
Temika Hampton	#18, will revert back to our language
Warren Davis	Last year when I sanitized the bus, it took me 29 minutes and I was hustling. I need to know how the bus can be done in 20 minutes.
Kim Frye	It is very important to get busses sanitized. So many things have changed. I had a bus driver complete the task to see how long it would be done.
Warren Davis	Thanks Kim
Temika Hampton	Windows, just open back two?
Kim Frye	When it is not raining, the hatches will be open and go from front to back. The last windows will need to be open as well to get the air out.
Temika Hampton	That clears up a lot. We might be good on #18 #20 is good, #21 is good, #22 – you have always provided transportation to fall conference. We also have an issue with social distance and busses, will have to caucus on that

Kim Frye	I can get you the list of the sites and the trans teams that will be trained there.
Temika Hampton	#24, bus monitors on every bus.
LeighAnn Blackmore	Monitors are assigned by IEPs and 504. Would have to hire more than 500 monitors.
Glarsnell	I had 2 monitors on the bus at my school last year.
LeighAnn Blackmore	There may be specific reason for that . Kim please explain
Kim Frye	There are some ESE routes that has 3 monitors, 1-1 for some students. It should not be happening on a gen ed route.
Ron Pollard	What is best for the driver is for someone to be helping him out on the bus. I think there is going to be some trouble areas especially with masks.
Kim Frye	We do put monitors on troubled routes. Extra monitors are not budgeted.
LeighAnn Blackmore	We will revisit #24.
Temika Hampton	#25, trying to help add a seat.
Kim Frye	FLDOT won't let us use the barrier.
Temika Hampton	#25, we can agree 326 is ok #27 is ok #28 (would conflict with #9 above. –LAB) spirit was so clerical would not be doing a para jobs PAY: schools will be shutting down again. No way to control all of this. What is the district's plan for classified workers when this happens?
LeighAnn Blackmore	Go to the duration paragraph, it is our response,
Temika Hampton	Duration language is fine.
	Next meeting, Wednesday, August 5 from 1:00 pm to 4:30 pm
	Meeting over at 4:45 pm

Appendix A: OESPA's counter

Appendix B: District's counter

## Appendix A

OEPSA Counter July 31, 2020

### 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 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]:

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 conduct daily health checks, 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.**
6. ~~The District will strongly encourage parents and employees to conduct at home temperature checks before coming to school including — but not limited to — a special electronic correspondence and statement on OCPS social media platforms.~~ **The district will strongly encourage parents and employees to conduct at-home temperature checks before coming to school.**
7. ~~Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high risk household members may work remotely so long as that employee can perform at least 90% of their job functions remotely.~~

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

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

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.

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 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.~~ **Provide training for Administrators and staff on the COVID-19 Health and Safety Procedures Manual.**
  - 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.**
  - 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, contact tracing and notifying bargaining unit employees at the infected site of possible exposure.~~ **Comply with recommendations from the Florida Department of Health and local health officials.**
  - 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.~~

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.

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 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.**
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.**

#### Custodial

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

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.~~ **No students shall share the same seat.**
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.~~ **COVID-19 related absences shall not count towards perfect attendance bonus.**
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.  
**(questions regarding what level or cleaning is required)**
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.~~ **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.~~
22. All 10-month employees assigned to transportation ~~shall~~ **may** 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.**
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.~~  
There shall be a monitor assigned to each bus, based upon availability, to ensure student compliance with COVID procedures.
25. **The District shall install a transparent wellness screen on the back of each bus behind the driver's seat.**
26. Both parties agree to revisit this section once District provides complete transportation training and safety plan.

### Training

27. 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.
28. ~~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.**
29. 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.
30. ~~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.

### Duration

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

## Appendix B

District Counter July 31, 2020

### 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.

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~~ conduct daily health checks, 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~~

Commented [TH2]:

Commented [RKA3R2]:

Commented [RKA4R2]:

Commented [TH5]:

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.
19. ~~The District will strongly encourage parents and employees to conduct at home temperature checks before coming to school including but not limited to a special electronic correspondence and statement on OCPS social media platforms.~~ The district will strongly encourage parents and employees to conduct at home temperature checks before coming to school.
20. ~~Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high risk household members may work remotely so long as that employee can perform at least 90% of their job functions remotely.~~

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

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

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.

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 and the 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.

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

32. ~~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.~~

33. ~~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.~~

34. ~~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.~~

35. ~~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.
36. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
37. After being informed by employees, Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
38. ~~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.
39. 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.
40. ~~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.~~

#### Custodial

41. The District shall provide all members of the Custodial family with masks as requested, gloves and proper cleaning supplies ~~in compliance with CDC guidelines.~~
42. 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

43. 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

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

### Transportation

45. ~~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.~~
46. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
47. ~~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.~~
48. 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.   
(questions regarding what level or cleaning is required, answer has been provided)
49. 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.
50. 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.
51. 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.~~
52. 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.~~

53. All ~~drivers~~ 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.

~~54. 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.~~

~~55. The District shall install a transparent wellness screen on the back of each bus behind the driver's seat.~~

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

### Training

~~57. 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.~~

~~58. 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.~~

~~59. 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.~~

~~60. 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.~~

### Duration

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.