

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made on this 8th day of December 2020 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely reopening schools for the 2020-21 School Year.

The parties mutually agree as follows:

The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

Health and Safety

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed by the parties in writing. The District will also consider the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County, to the extent they do not conflict with the CDC. Notwithstanding the foregoing, to the extent the CDC guidelines conflict with the Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.
2. In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.
3. The District will update emergency plans and contact lists. and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested

positive for COVID-19, including but not limited to the following:

- a. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic, including clear guidelines for nurses.
- b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID-19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.
- c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.
- d. Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" may be utilized for this purpose provided the OCPS immediately updates all incidents.
- e. Following CDC guidelines on how to disinfect the portions and/or all of building as necessary if someone is symptomatic and/or COVID-19 positive.
- f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.
- g. Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.
- h. Preparing for targeted school closures where necessary.
- i. If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.

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

4. 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 indicate a preference for a LaunchED@Home assignment to teach or conduct work-related duties at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand the District will work to accommodate those employees at their school site to minimize exposure to the extent feasible. The employee shall return to their same worksite and position if available.

5. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID-19 pandemic period during the school year 2020-2021 only upon the approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of the request being submitted.

6. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.

7. If an employee is sent home due to COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Employees may also be eligible for paid Emergency Sick Leave or Emergency FMLA under the Federal Families First Coronavirus Response Act (FFCRA-HR 6201). Once employees have exhausted all available leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

8. The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.

9. 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.

10. Any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email.

11. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g. elective teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, physical/plexiglass barriers, masks, gloves, and additional supplies as needed.

Teachers will be permitted to wear scrubs or casual clothing. Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local administration will coordinate other facilities for use. Otherwise, the District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

12. Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.

13. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.

14. Pursuant to CDC guidelines, face coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.

Individuals should be frequently reminded not to touch the covering and to wash their hands frequently. Information should be provided to staff, students, and students' families on proper use, removal, and washing of face coverings.

High-Risk teachers and those in situations where students are not wearing masks or 6 feet physical distancing cannot be achieved will be provided with KN95 masks. Complaints or inquiries will be processed pursuant to the Joint Safety Committee. Article II, Section M (6)(b)(2)

15. Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.

16. Teachers will be allowed to have air purifiers in their classrooms or offices.

17. As recommended by the CDC, the District will "provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times." The District will require each school to establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District.

~~18.~~ All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.

19. [intentionally left blank]

20. In order to avoid congregation of employees upon arrival and departure from the worksite, to check in and out, the District will provide an electronic check in/out sheet.

21. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.

22. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.

23. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.

24. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.

Training

25. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

26. The District shall provide meaningful training, guidance, and instructional materials.

27. District professional development will be made available online to assist staff in completion of requirements for recertification.

LaunchED @Home

28. Employees and students who are engaging in LaunchED@Home will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.

29. Teachers engaging in LaunchED@Home will be available on screen for students throughout the entire duration of each class, but the parties acknowledge teachers may be subject to personal needs, other drills or situations beyond a teacher's control.

30. Regular attendance and grading policies will be followed while engaging in LaunchED@Home.

31. The District will ensure that employees who are engaging in LaunchED@Home have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator and it will be provided in a timely manner.

32. The District will provide employees with learning platforms to conduct LaunchED@Home.

33. Employees who are engaging in LaunchED@Home will be given the option of conducting it from a classroom.

34. Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or room, or areas used by bargaining unit employees for concerted activities. Teachers will have control over the activation and deactivation of cameras.

Live steaming and cameras will only be permitted during the 2020-2021 School Year.

35. If video cameras are used in classrooms to provide live or recorded instruction:

- a. Teachers must be trained on the proper usage of equipment.
- b. The District will ensure the security of the data and how it is stored.
- c. The District will ensure student and personal privacy including, but not limited to, FERPA prior to the first day of the usage of such audio/visual devices.
- d. Teachers must be notified of which students in their classrooms have signed applicable consent forms and the District will ensure that policies and procedures for dealing with students whose parents have not provided consent are followed.
- e. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by gross negligence of the employee.
- f. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
- g. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom upon the installation of such devices.

36. Teachers may record their own lessons at their discretion.
37. Teachers will inform their worksite Administrator if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.
38. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the employee.
39. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.
40. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's Code of Student Conduct.
- 41.[intentionally left blank]
42. Employees shall not be disciplined or held responsible for damage to District equipment related to LaunchED platform, unless the equipment is damaged due to the gross negligence and/or an intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or student. While teaching under the LaunchED platform, the teacher will be responsible to report abuse, neglect, or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing LaunchED@Home may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others. Employees shall not be disciplined or held responsible in any way for actions of others that might be witnessed or heard by students.
43. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or matters that arise from LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

Workload

44. Preferably, Teachers will not be required to perform both on-campus face-to-face and LaunchED@Home simultaneously. As requested by CTA, SDOC will continue to give first consideration for LaunchEd@Home positions at their worksite for teachers who are at increased and/or high-risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members. The parties acknowledge the external circumstances and the changing preferences of parents must be considered.

45. Employees will be notified of their work times, schedule, and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.

46. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

47. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments to the extent feasible.

48. [intentionally left blank]

49. [intentionally left blank]

50. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically within three (3) duty days of the request as stated in the lesson plan settlement.

51. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.

52. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.

Evaluations

53. [intentionally left blank]

54. [intentionally left blank]

55. [intentionally left blank]

56. If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.

Electives

57. Supply lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in elective from homes.

58. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing

cast size, distanced seating, and virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

Terms and Conditions:

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein, and the OCCTA will utilize the Joint Safety Committee to recommend or establish best practices and mechanisms to monitor and enforce safety protocols or to revisit the subjects addressed herein.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the Collective Bargaining Agreement remain in full effect and in the event of a conflict between this Memorandum of Understanding and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail unless mutually agreed by the parties in writing.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties.

Duration:

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021, unless otherwise mutually agreed to by the parties in writing.

Executed on this 8th day of December 2020.

For School Board of Orange County, Florida



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom
Teachers Association



Wendy L. Doromal
President