

**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 \_\_\_ day of July 2021 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 2021-22 School Year.

The parties mutually agree as follows:

The COVID-19 Health and Safety Procedures Manual latest version as of the date of execution of this agreement, 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

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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. 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 individuals. Schools with medically fragile students should provide an additional room for students to receive services.
  - b. 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.
  - c. 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.
  - d. Following CDC guidelines on how to disinfect the portions and/or all of the buildings as necessary if someone is symptomatic and/or COVID-19 positive.
  - e. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.
  - f. Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.
  - g. Preparing for targeted school closures where necessary.
  - h. 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. 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.

5. 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. 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.
6. 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.
7. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.
8. Bargaining unit employees will have the option to virtually attend 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 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.
9. 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.

- 10.** 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.
- 11.** 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.
- 12.** As recommended by the CDC, all individuals over the age of 2 must wear masks indoors given that the District serves children under the age of 12 who are not currently eligible for vaccination, and given that proof of vaccination is not required for those who are eligible.

Upon request, face coverings will be provided (including KN95 and clear face coverings at the request of the employee).

- 13.** 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.
- 14.** Teachers will be allowed to have air purifiers in their classrooms or offices.
- 15.** The District will require each school to establish protocols, including physical guides and signage, 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,

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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.

- 16.** 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.
- 17.** 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.
- 18.** 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.
- 19.** 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.
- 20.** 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.
- 21.** Live stream instruction and cameras in the classroom are not permitted.
- 22.** Hybrid instruction is not permitted.
- 23.** The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.
- 24.** 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.

25. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.
26. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.
27. Teachers will not be penalized for choosing to maintain 6ft distance and will not be marked down in their evaluation for not walking around the classroom if doing so would violate 6ft distancing.

**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 2021 – 2022 School Year 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 August 2, 2021, and shall sunset on May 27, 2022, unless otherwise mutually agreed to by the parties in writing.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers  
Association:

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James Preusser  
Senior Executive Director, Human Resources

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Wendy L. Doromal  
President

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