

OCCTA Bargaining 08/02/2021 Minutes

Location

OCCTA Building / Zoom

Attendance

OCCTA		OCPS
Wendy Doromal	Clinton McCracken	James Preusser
Mark Richard	Ladara Royal	Scott Lindsey
Nicholas Anderson	Daphne Lewis	Ian Gesundheit
Albert Davies	Mary-Grace Surrena	Robert Bixler
Maribel Rigsby		LeighAnn Blackmore
Megan Oates		Jackie Saccamano

Appendix Index

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A	CTA Proposal.1 / MOU – Health and Safety 21 – 22 / July 25th, 2021
B	District Counter Proposal to CTA Proposal #6 / MOU – Health and Safety 2021 – 22 / August 2nd, 2021

Minutes

James Preusser: Good afternoon. Thanks for meeting with us today, Wendy, Mark, and the CTA team. I just wanted to, before we start, I wanted to talk some basic ground rules if you don't mind. Really just one, quite frankly. I want to make sure that we can both obviously state our opinions today and our positions relevant to our proposals, so I just want to make sure. I will certainly do everything I can and do my best not to interrupt you while you are speaking, and I will ask that you do the same. So that's really the only thing I wanted to mention today. I know last time there was a lot of back and forth, and I think Mark, you actually mention it at the end, that it was hard

to hear at times some of the positions of the parties, so if you guys are good with that I will do my best to ensure that I don't interrupt you and if I start to I will stop.

Wendy Doromal: Ok. I think what would help is if after everyone speaks, we say we are finished.

James Preusser: That works for me.

Wendy Doromal: Ok, that will help for us too. I do have an opening statement if you want me to proceed with that.

James Preusser: That will be fine. Go ahead.

Wendy Doromal: Ok, so last year was teachers' second-worst school year of their teaching careers. What is the worst year? This upcoming school year. Governor DeSantis, the School Board, and OCPS district leaders have made certain that will be the case. OCPS could make it easier for teachers and other employees during this pandemic, but instead, they continue to make it more difficult. The district continues to throw obstacles in the path of teachers and the Union. They have done this by refusing to accept a bargaining date to impact bargain working conditions before members of our bargaining team return to work sites. By refusing to send CTA documents, counter-proposals, and information within the district's own promise deadlines and by continually making unilateral changes and decisions which intentionally bypass the bargaining process. OCPS could work collaboratively with the Union and stakeholders, but the district's autocratic, top-down culture is so embedded that it's poison to every possibility of finding common ground. The district is, in fact, a box checker. Collaboration with stakeholders concerning ESSER funds: the district's idea is to invite CTA to a district orchestrated meeting where the district controls the narrative, box checked. Sitting down at the bargaining table to bargain working conditions during a pandemic: the district pushed back the bargaining date until today when members of our bargaining unit are back at work for essential pre-planning activities, even as the pandemic rages with COVID-19 cases, reaching record levels, hospitalizations and records high, and the school board and Governor refusing to follow CDC recommendations, box check. Revisions to the OCPS COVID-19 Health and Safety manual: this district's idea of collaboration is to give CTA a chance to respond to the unilateral changes that the district made after the changes are set to be implemented, knowing that the opinion of the Union will not be considered and in all cases publishing them before the discussion at the bargaining table. The district calls a meeting of the joint health and safety committee, and even when CTA members said they could not attend, claims it was a valid meeting and meets the criteria for collaboration, box check. Upon the request of dozens of teachers, CTA requested district leadership to make meet the teacher events virtual this year as they were last year the district leaders failed to respond to our requests the nonresponse says it all box unchecked. Right now, with no guidance on pandemic health and safety conditions, our teachers are back at their schools and work sites. At the July 15th bargaining meeting, the district's chief negotiator demanded we send a written request, demanding to bargain as if multiple public requests were inadequate. He demanded we send a proposal before even bargaining dates were set, claiming the district would respond. We sent our health and safety proposal within days after the request and expected a counter-proposal before this meeting. As always, the district sent none. The district does not appear serious about employees' health and safety working conditions.

It has shown a lack of compassion that contributes to the reputation it has earned as the worst school district employer in the state of Florida. However, CTA is serious about ensuring that there are health and safety provisions in place during the pandemic to protect every employee and every student. Last year, CTA rented a plane to fly a banner over the Orange County School Board building. It read simply: history will be your judge. It was an appeal to district leaders and the school board to do the right thing to be on the right side of history. Right now, we are again in which side are you on in our history, a moment, like when Rosa Parks and Martin Luther King had the courage to break the law and go to jail to put an end to segregation, a moment, such as Nelson Mandela breaking the law to end apartheid. A moment such as Susan B. Anthony, breaking the law to ensure women's rights. It is the time to take a stand. You cannot ignore CDC recommendations and expert medical advice from the American Academy of Pediatrics, and your own medical advisory committee physicians, because you cower to political pressure. You cannot risk the health or life of even one innocent child or employee. I appeal to you to be on the right side of history, and that concludes my statement.

James Preusser: All right, thank you. I do have; the district does have a counter-proposal, and I want to share that with you.

Wendy Doromal: First, we should put ours up. We did not share ours and review it.

James Preusser: Sure, that'd be fine.

Wendy Doromal: Thank you.

Mark Richard: May I ask a question, Jim.

James Preusser: Of course.

Mark Richard: So, this is health and safety, and everybody hopefully knows this as a priority. It took a very, very long time to get a date here. And we begged you all to bargain on evenings, weekends, we said, any day, particularly prior to today. I think it's critical that we underscore that we offer any day prior to today over the last couple of weeks. And we've got nothing. We got promises that you would look at your calendars. We got promises we get back. And I think, you know, just going, to be honest. It is no accident that we heard nothing back from you all. When we asked to go to impact bargaining on an issue that we had been such bargaining before, which has led to, I believe, two MOU one, the first one and then one for summer. You asked under, you know, understandably, that you wanted more information. We find it a little bit strange and then you knew the topic and okay you asked for it. So we put it in writing, and we told you what it was. We heard nothing back. But most importantly, you would indicate, and you would say, please put it in writing, so I have something to go back to my folks with. Wendy and Lucy and myself and others' work. I believe it was last week. I am losing track of time. Friday, Friday night, Saturday, Sunday, we were on the phones all through Sunday because I'm going, to be honest, we made the mistake of believing you. And we worked our butts off, and you and I even talked and had a pleasant call where I said we wanted to move this quicker because it's safety and by the 2nd, people were coming back to school, and a couple of the issues here directly impact that. Monday, We heard nothing. This is on safety. Our students are watching. We're all going to be judged by this.

Nothing on Tuesday. Nothing on Wednesday. You can give me all the excuses in the world, sir. Thursday, Friday, not a heads up, not it's coming, not anything. And then we get here today at one o'clock, and you tell us for the first time ever, you have a counter. If safety was so critical, we would have seen it. We give you the courtesy of giving you a counter seven days before today. We don't even get seven minutes before. It's not personal. It's not even professional. It just speaks volumes about what this means to you all. There is no way anybody observing this would think that you're taking this seriously that we are moving at rapid speed, whether we agree or not agree. And whether we can get there with an MOU or not, those are all fair that we might not. We might have an agreement, and we may not. 90% more or less, 85% of our MOU, which we're going to show you, which is seven pages and 27 paragraphs, roughly, and you and LeighAnn can shoot me if I'm wrong. 80% - 90% is language that you agreed to before. Language that you agreed to before, language, you sign. The pandemic is worse, the variant is worse, and we're probably going to have more kids in school than we had before. So the situation is actually more demanding, and we decided to be reasonable, we would use about, again, please don't hold me to it, 85-90-95% of the same language between the two MOU. And with that, we thought that would speed things up. Well, if I'm giving something where they signed it ahead of time before. And we're using language that took weeks, if not months, Wendy, to hammer out. And that's our template, and we give it to you seven days in advance, and we beg for a meeting, more than a week or so before that. So it is clear that you will run everything to the last minute. It is clear that you don't share anything ahead of time. It is clear that if we watch, I'm being honest with the district's not you. You know I respect you. The district waste to the end, the district takes the full-court press the district doesn't get things back to ahead of time. And it's become a win-lose situation, and we're talking about your safety, our safety, kids' safety, visitor safety, etc. We didn't make up the pandemic. We don't own the CDC. We don't own a mask company, but we own is the desire to teach our kids and do so well by our students in a safer way possible. And the exciting moment of coming to school again for a new year, and in a frightening moment of what it's going to do to everybody's health. And so, we should be celebrating the debate and the dialogue. We should respect the time pressures we're under because the virus is coming and school is open. There hasn't been one single thing that you have that your side has done since we brought this issue up to move this faster to collaborate, to partner to share. It's, it's really, it says volume. It speaks. Literally, you said can we see this ahead of time. We not only worked that weekend, I called you all, letting you know we had it and it was coming. I can't remember which, when the call took place. Silence. Silence. Not one email. Not one phone call. But in any event, we were asked, every time we were asked for something, could you please reframe your demand for impact bargaining, we did it, I believe Wendy, on the same day within an hour. But for sure, the same day could have being the next day, but it's very important with, with all deliberate speed. Safety delayed is safety denied. I understand the chair for whom I have respect as well the school board, makes comments about comments made about people we get all that we're talking about safety. We never would have thought this large school district. Large employer, this beacon, of the life of the mind of children, would literally hand us something after it started, not even attempt to meet with us earlier, not respond. I literally I'm no longer stunned by it because, as Wendy said earlier, there's something going on out here. There's something going wrong in the school district. Parents have a right to ask questions now. They're gonna; we're gonna tell them that we heard nothing. We're going to tell them at your request we

worked as hard as we could all through the weekend and got nothing. We could hit the ground running tonight, and even at 9 am, you sent this over, so it's it's wrong. Is strategy is bargaining tactics. You are going to get up and say it's none of those things. But here's the reality. We did everything you've asked immediately. We worked a weekend and sent this, teachers are now in school, and they have questions unanswered. And we waited, and we waited, and we waited, and a public employer, a public employer, didn't do it. So Wendy, let's go through ours. Jim, if you want to ask us at any point any question, but you have seen all this language,

James Preusser: I am going to respond to that, after you.

Mark Richard: Go ahead. Please do.

James Preusser: So, for the record. First of all, your email to us for your demand to bargain didn't come until July 19th. Okay, your proposal came on July 25th. And I've already given you, and that's okay, you don't have to agree with when and where and how I meet with you. But in terms of my schedule last week, I was bargaining with the other Union. And so I'm not going to get into that. You can check the record. You can look at the other meetings that I attended. That's fine, but we do have a counter for you today. I will also say for the record, there were three MOUs that we reached, not two. We had an original MOU that was agreed to back in March last year, and then two thereafter, one of which went to the magistrate. And then we came back together to figure out which was good. But in terms of your proposal. I'm gonna let you go through your proposal, and I have a counter-proposal I want to get to bargaining. Let's get to bargaining. That's fine that you made your comments. I'm not going to debate you by your comments. I'm not going to get into with you by your comments. You have your opinion. You're welcome to your opinion. I don't agree with your opinion. I don't agree with the things that you said, for many different reasons. I've already given you those reasons in the last bargaining session at the very beginning of the session. You're just regurgitating the same thing. Of course, safety is important to our board members. Of course, safety is important to our superintendent. Of course, safety is important to the community and the children that attend our school. We all know that. So I think let's get to bargaining. Let's hear what your proposal is, you can hear my counter right after that, and then you can caucus. I think you'll see, I think you'll see your, you're not letting me talk. I think you'll see that there are several things that have to be reviewed. But I think you'll see movement from the board and the superintendent. You may not agree with that, and that's okay. I'm still speaking please, we have movement on things, and we have rationale for the reasons why he could or could not agree to certain things, so I'll let you present your proposal. Let's get to the proposal. I want to hear the proposal and your rationale for why you think these things need to be in this MOU, and then you'll hear my response.

Mark Richard: Why don't we hear from you for seven days, and why didn't we get it earlier today.

James Preusser: Mark, you heard from me today. I'm sitting in front of you today. I responded to you with the days I will make myself available. I already gave you the dates. Why can't we get to the proposal? You guys want to talk about what happened last week. I don't want to get into

that. Let's get to the proposal. I'm sure the people that are on Facebook want to hear that proposal. That's what they want to hear. Let's hear it.

Wendy Doromal: Can you tell us when you're finished, so I can speak.

James Preusser: I am not finish.

Wendy Doromal: That's what I mean. Thank you.

James Preusser: I am not finish. And honestly, I think that, and yes, you gave us written feedback on the health and safety manual that's fine, that's fine, Wendy, I know you probably spent a lot of time doing that, that's fine. We took that information. We have that information. We've looked at the information we've decided to, as we've come back with our counter-proposal there are things that we can't agree to that the Union has presented in their proposal. But let's get to the proposal. Don't ask me why I didn't respond in seven days and why we couldn't meet last week. I already gave you that answer very clearly in the last bargaining session. So if you want to respond to that, that's fine. I'd like to move to the proposal. I want to hear your proposal so that I can respond. You're wasting time by going in the past. Let's get to the proposal.

Mark Richard: I'm going to say one thing Wendy, don't you dare tell us we're wasting time. Jim, come on now, be an honest broker. You should appreciate the people work last weekend. Don't play games. We are wasting no one's time. We're trying to figure out how to deal with safety with dispatch, you all dragged your feet, and you know you did, and fine, we are going to get to bargaining. Oh, don't dare look at that teacher on that screen, Wendy Doromal, and all the teachers who are getting on campus and ready to go to school who have to sit with these children all day, and pray and hope that they're safe, and even suggest we are waiting your time.

James Preusser: I didn't say you are wasting my time.

Mark Richard: We are moving past it, it's not personal, but instead of just getting up there, it took too long. I own that you're constantly deflecting, and it's it's absolutely not the behavior we should model. Come on, it should not have taken you on a life and death pandemic, where heartbeats are ending right now in a hospital at Advent in Orlando, I guarantee someone's going to die unfortunately in Orlando today, and the nurses don't get to say let's move on. They rushed in, crashing those things into those rooms to save lives. They are the last handheld of people whose family can see them. We're dealing with COVID. Let's just be upfront, it should have been here before today. It's water under the bridge. But don't even suggest Wendy Doromal wasted your time. Don't even suggest it.

James Preusser: I didn't say that she wasted my time. First of all, I know all about what happens in the hospital. My wife is a nurse.

Mark Richard: Yes, you bargain there.

James Preusser: No, you didn't even let me finish. My spouse is a nurse. So I know all about what happens in the hospital, so please, let's move on to the proposal. Is water under the bridge. Let's move on. Thank you.

Wendy Doromal: Are you done, Jim?

James Preusser: I am finish. Go ahead.

Wendy Doromal: I just want to say no, I will not let the district rewrite history. You promised to give us a counter proposal before today. We asked to impact bargain, and you kept moving the goalposts. Oh, we needed in writing then when we send it in writing, you had to question what was wrote, you underline things so don't pretend that you didn't strategically push this meeting up to a date when school started and our teachers are dying in their worried sick because they don't have any provisions. Let's not rewrite history, and that's all I'm going to say. Mark, please go to the proposal.

James Preusser: Thank you. We'll listen. Go ahead.

Mark Richard: Thank you, Jim. So, the beginning, (See Appendix A) I don't know if you have questions, but it just basically is language up into number one that you've seen and agreed to before. So it's asking for the latest version of this is hereby adopted for those who are watching it's an MOU a memorandum of understanding, we have been able to reach this before, I misspoke and said is two. Jim corrected me, it's three, and that's a good sign. And it just, I think the most important thing is that the parties understand COVID Health and Safety Manual may be amended as needed for legitimate operational needs. We get that we'll get prior notice. We'll move on to paragraph one, health and safety. The procedures herein and apply to all facilities, wherever they are, and you've agreed to this exact language. We will be implementing the procedures in accordance with CDC guidelines, including updates because another variant is now being found. I think it's in Dade County. We found one that is origins appear to be from the country of Colombia is what they think, and we don't know if it's more transmissible or not, but it's popping up at Jackson Memorial Hospital here, and I can't speak more intelligently about it, I don't know anything more. And then it just goes in here and indicates there's no waiver on our rights. So we're following the CDC. Number two, in accordance with the CDC guidelines, we should limit non-essential school site visitors volunteers and activities, and this includes walkthroughs because we know this is allegedly as contagious as chickenpox, then the least amount of human interaction, coming in with to each other, is what the scientists are telling us, so someone doesn't have to have a walkthrough, or a visitor doesn't have to be there, of course, we're not talking about parents that need to come in with emergencies with their children, they shouldn't be. Okay, any school or classroom visitors who are deemed essential must, however, comply with all the other safety protocols, and Wendy, I'll stop at each one to see if you want to add anything to it.

Wendy Doromal: Thank you.

Mark Richard: Ok. We go to number three again. To my best notes is the exact language that has been agreed to before to speed this up, Jim. We tried to mirror previous language, which I think is more applicable now than ever, because of what's happened with the Delta variant, none of which is anyone's fault in this room. Number one, the district will update its emergency plans and contacts and establish procedures for students and staff who come to school with symptoms or who tested positive for COVID, 19, including but not limited to the following a through h. So, we will establish procedures to separate symptomatic and or COVID-positive individuals from the

school population. If that separation is supposedly very critical, and the safety protocols. Each school shall expand school clinic capabilities with triage so that if a clinic is dealing with a kid, who bumped her knee in PE versus a child who's tested positive or has symptoms, we will be able to use the triage method, which is at every emergency room. As you know, I guess through your spouse, who we thank for her services as a nurse. There's at least one separate isolation room that can be used to isolate symptomatic or positive kids or teachers or staff, and schools with medically fragile students, some of our most challenged students should have additional room for students to receive services for some of those children get more services than a student doesn't have those challenges. B: we want to ensure that symptomatic or COVID-positive individuals are sent home as soon as possible. And we wanted to develop a parent and guardian communication and pickup plan. So what is the way to get hold of a parent or guardian, what's the pickup, what happens if they're at work and can't be there etc. C: informing OCCTA, the teachers union, and all employees at the worksite whenever a student employee or visitor at a worksite has been tested positive, and we will be provided with weekly updates of these worksites. And the dashboard may be utilized for this purpose provided we get the updates immediately, timely. So it can be the same dashboard, but the key here is information. So we had someone in my law firm, only one test positive, we move with all dispatch. We're now we're small, we're 100% vaccinated. And we're proud of it, but we had a plan for how to move quickly. D: following the guidelines of the CDC on how to disinfect buildings and how to deal with it after someone to symptomatic for COVID. So if someone's COVID, what are we doing in a gymnasium or the classroom they were in. E: closing out areas used by a person who's symptomatic or positive until we know it's safe to identify and do contact tracing, in accordance with the CDC guidelines, and of course in conjunction with the Department of Health of Orange County. We want to prepare for targeted school closures where necessary. No one wants any closing. We want five days a week, but it has to be safe and per science. And so just in case, hopefully never going to happen, their school closing, we got to be prepared now for that, as opposed to waiting at the end and doing it in a way that is haphazard, and if there has been a confirmed case at a school district shall dismiss the rule or building of students, and most staff for an initial consultation with local health officials, so everyone can get a better understanding of the situation at the impacted school. All right. All of this will be done in collaboration with us, health officials, and you. We are human beings. We are citizens of a planet under attack by a virus, and we want to work arm and arm and hand to hand together. Four: symptomatic and COVID-19 Positive students and employees and students, excuse me, and those who have had direct contact with someone with COVID-19 will be required to stay at home, something new, said employees who have tested positive, who had direct contact with someone will be placed on medical relief of duty if they cannot work remotely. We cannot have folks feeling the pressure of losing a paycheck. I don't know what happened.

James Preusser: I can hear you, Mark.

Mark Richard: Yeah, I don't know. Hold on, buddy. I don't know what happened here. Okay, there it is. I lost the screen completely. Sorry. Okay, so that was number four, and what we're asking here is that we understand if you forced someone back, and they have to pick between a paycheck, or running out of sick days, or what have you. From a public safety point of view, we can't put that person in that pressure. Five: new, if an employee is sent home during COVID-19,

he or she will be placed on medical relief of duty for up to 14 days. Once employees have exhausted all available leave, including federal leave, he or she may use personal sick or unpaid leave. And, of course, and at the very end of that rope, it would be unpaid. But we've got to help someone get through their personal challenges, so they don't come in and feel the pressure of coming back too early in that 14-day window, which is still the same coming out of all the scientists. Six: the district will follow the DOE guideline for waivers related to making up lost instructional days. Okay, any change to the calendar and workday will be negotiated with the Union. Number 7: old language. The district shall not ask or require any bargaining unit employees to sign any waiver agreements, requiring the employee to waive any rights to hold the district harmless or agree to free the district a liability with regards to COVID-19 at work. Whatever helps people get should not be predicated upon signing a waiver. You've agreed to that before. Eight: bargaining unit employees will have the option to virtually attend any and all meetings, including but not limited to faculty meetings, PLCs, pre-planning, IEP, including Meet the Teacher, and Open House, where legally possible. Provided, parents may request face-to-face meetings if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email. With something transmitting as much as chickenpox, I don't know if it's at the level of measles transmission. We now need to logically cut back on human interaction, where possible. Some of these faculty meetings, we've figured out they can work virtually not perfect, but they can work and whatever imperfection there is far outweighed by the health precautions. Number nine, Jim: all language that we have used and you signed before. The district will ensure adequate equipment and supplies are provided to support hygiene practices. This must be proper and sufficient supply and equitable distribution of face coverings, gloves, etc. The soap, towels, teachers, and schools will have access to supplies and equipment as needed. Bargaining employees are not required to clean or sanitize classrooms. However, supplies will be there for their use. Second paragraph on nine: the district will ensure that our teachers and counselors, etc., which requires increased interaction with students elected teachers, nurses, etc., are provided with supplies and equipment commensurate with their exposure level, including face shields, Plexiglas barriers, gloves, and additional supplies. So we have teachers who we know, even extra protocols to be met. And the third paragraph on nine: the district will provide, whoops, come on back down a little bit. Thank you, the district will provide face shields for deans, psychologists, social workers, counselors, etc. They will not be required to meet face to face in their office with more than one student if six feet of social distance cannot be maintained. And a lot of the folks have old or not totally sufficient air volume movement. Some of these rooms are closed, and some actually don't have air vents because they were built outside of that. Some do, and we're not sure exactly what kind of exchange rate, those are fresh air and how quickly it's replenished, so they need the 6ft and that and the distance. That's also something that you've agreed to before. The district and local administration will coordinate other facilities. for use, and otherwise, the district will provide the Plexiglas barriers. 10: bargaining unit employees, including social workers, will not be required to conduct home visits, which could put health and safety at risk unless home visits have a legitimate operation need. Home visits will be made utilizing all protective measures. This is not the time to do this unless it's absolutely critical. 11: and let me backtrack, particularly since everyone's hoping we don't if the scientists will be right, that, you know, they'll hope that there'll be a curve down if we get more folks vaccinated, but some say that might not even be seen till October, if, if, then, and then we have the problem

that as long as people aren't vaccinated, they become the laboratory for the next mutation or variant, so we don't know what's going to be around the corner, because there are so many bodies the virus can still get in and mutate from. So, 11: bargaining unit members, including social workers, may conduct and participate in IEP meetings 504 plans and parent-teacher conferences virtually or by conference call, where feasible. Number 12: we went right into the CDC recommendation. As recommended by the CDC, all individuals over the age of two must wear masks indoors, given that the district serves children under 12 who are not currently eligible for vaccination. And given that proof of vaccination is not required. We have talked to multiple legal experts and watched them, read about them, to be honest, and they do not believe that the Governor's order is actually not applicable to you. You're not in a state of emergency, but in either event, we believe you have constitutional officers at the school district who should stand up and do what they think is right. And when they do that, then the system will eventually let the Governor or the school district know who was right, but in the meantime, there's no reason for folks not been following what other school districts are doing and the CDC, and then we'll get ferreted out. We're asking for what the CDC has recommended: masks, and upon request, you will get face coverings, including tan 95 upon request. 13: this language you agreed to before. Pursuant to CDC guidelines, the district will develop a schedule for increased routine cleaning and disinfection and will clean and disinfect frequently touched surfaces, playground, a lot of this, we believe is missing in the new Manual, door handles, sink handles, drinking fountains within the school or school buses, at least daily. Use of shared objects like in the gymnasium, physical education equipment, art supplies, toys where multiple children and adults are touching the same object should be limited when possible or clean 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. These are incredible human beings in these classes. They are our most precious commodity, our students, along with a really incredible group of human beings, teachers, administrators, principals who go into a special place, a public school, and they need the highest level of protocols and cleaning. Teachers will be allowed air purifiers in their classrooms, offices, something agreed to earlier. Number 15: the district will require each school to establish protocols including physical guides and signage; I'm sorry, will require each school, to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including transitions from class, so you can see my doctor's office my ophthalmologist, those who really put the markers down, and I've thought about human behavior are getting great results. By the way, it's hard for children. It's just a natural thing for students and children to push back and go in two different directions. We have pictures from fire drills where no one was maintaining distance, and they were going. So the more we can put in signage to be consistent and uniform and give additional time to anticipate the way children will traverse the buildings, to maintain the distancing and the safety will be so valuable and helpful. 16: all class sizes, including VPK, electives, and special area classes, so they're included, will comply with CDC and state guidelines will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured, and seating must be at least three to six feet apart as possible to comply with the same. So we've got to sit there and look at the space and say we're ever possible, we have to do this for the safety of everyone. 17 is language you signed off before the district will encourage and communicate health and safety practices to parents. District-wide hygiene practices distancing will be taught and

embedded into the daily routines, and we haven't been around a lot. So we're going to have to really ramp up our educational activities because we've lost muscle memory, I see myself doing things I didn't do a year ago, and then I'm thinking it's worse now. Right. And with the Delta variant, I catch myself saying, God. I would not have done that a year ago. We're not opening the door without a mask in my house. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene. 18: employees may but will not be required to enforce student adherence to hygiene practices, social distancing, and other protocols. We do not want to get into this. We want to leave it to teachers' professional discretion on how to handle students who are not being safe. I have been told we have a teacher at another school that saw kids spitting at each other. Clearly, something wouldn't allow under any circumstances that have even underscored danger associated with it. When and how that happens in terms of intervening, it's got to be up to the teachers, professional judgment. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent or takes no action. Teachers will also not be held responsible for adverse consequences of face coverage COVID-19 cases traced to their classrooms. We're not going to be penalized or disciplined for not being able to control a virus that none of us have ever seen or dealt with in our lives. No one on this planet was around, back at the last one of this. I don't think. Maybe one or two around the world when we had the Spanish flu. School administrators will probably take action to correct any student non-compliance and that sort of language that was previously. We're getting close. 20: the district will cover over the cost of COVID-19 testing. So, is the cost rather associated with it in any of the medical costs who are not going to be eligible for insurance coverage with the district. We want to encourage people to go. We don't want that to be inhibition. 21: live stream instruction and cameras in the classroom are not permitted. We know that that experiment isn't working, where a teacher is doing both at the same time. 22 is critical. This is a critical thing we've all learned. Hybrid instruction is not working. And our students need, need a better approach, and there may be a way to have the students who were at home virtual being taught like through your virtual program in Orange. To do them at the same time has pedagogical safety, emotional and social wellbeing issues that we have learned that would be best not to have hybrid instruction. 23 is previous language. The duty day, including time for planning, grading, and student instruction shall not exceed contract hours. Our teachers have never and everyone, I would say every employee, regardless of the bargaining unit but boy are our teachers and counselors and librarians, social workers, what they have done during this pandemic and the number of hours that have gone beyond the normal day, and teachers have never ever not given free time as well at night weekends. My wife was a teacher. Our kitchen table was sort of her table at home to do grading and lesson plans. They never stop. With the pandemic, it's even more so, the number of donated pro bono community just stellar behavior by the educational cadre in Orange County Schools is remarkable. And, but we still have to have some parameters that we're not requiring them to go beyond their contractual hours. 24 is old language. Teachers will have the freedom to implement a curriculum, and the parties agree to adhere to that. We don't want to have a problem in that area. 25: bargaining unit employees will not be required to perform duties outside of their job description or historically assigned duties. They're kind of swamped, and they're exhausted. I suspect, given the virus, don't be mad at me for saying that. What is perceived by many as a cavalier attitude, particularly with what happened here

in these last weeks with this issue, is causing people to lay up at night wondering should I quit? Should I put in my FRS? I bet we're going to have difficulty filling vacancies. Part of getting back to us on time is not just not to not be dilatory. But it's about safety, and it's also about certainty. People need the certainty to know that their teachers on the screen are their leaders, and you all who are the leaders, who we have respect for, roll up our sleeves and say, we got this, we're going to work day and night. So when you go to bed at night, you're going to have the fears of the virus, and you're going to have other things, but you never have to fear that we're not 100% on this at the speed at which is demanded by a pandemic. And so we don't want to add any more responsibilities or duties behind the many that have been assigned to them, and they take voluntarily themselves. 26: classroom teachers will not be required to supervise students between periods. They've got a lot to do to set up the next class, make sure it's safe. The time will be used to prepare for the next group of students. 27: teachers will not be penalized for choosing to maintain six feet of distance and will not be marked down in their evaluation for not walking around the classroom. If we violate the six-foot distancing. This is important. We have teachers who are on chemo. We have teachers who have grandparents living at home. We have teachers who have adult children with lupus living at home. They are immunosuppressant. It's hard enough, but they're going to try, based on science, to maintain their six feet. Classes are going to be crowded. It may be difficult to navigate between the desks and the classrooms and use demonstrables. It's really impossible if you want me to teach hybrid and be teaching to the computer to students at home. That just can't be. But even in the sole setting without hybrid in the classroom. Teachers have to make that judgment. They can't. We cannot ask them to do things that are not safe, and they're going to teach well, and they're going to do a great job. And then I have a few more things to add. But at the end, we have the terms and conditions. The parties further agree to establish best practices. Okay. These terms and conditions just acknowledge the fast-moving pace, and the ever-changing landscape of this pandemic, and the medical reactions to it, and the health and safety mandates necessitated by it, so it says the parties agreed to further establish in writing best practices and mechanisms to monitor and enforce safety protocols to revisit subjects herein as this necessitated by parent, students and employee feedback. We'd love to hear from our stakeholders. Changes in the law changes in the course of severity the pandemic, like now, and the evolving needs of parents, students, employee, because it takes a village and the whole village should have input. Subsequent agreements will be incorporated herein, and then OCCTA will utilize the joint safety committee to recommend best practices. This agreement sets forth the entire agreement. It supersedes any other agreement, but in the event of a conflict between this and the CBA, the CBA prevails, and the rest is legal mumbo jumbo. And we want this to go through May 27th, 2022. Two other things. We're doing this impact bargaining Jim, without either side, but I want to speak to my side, our side, teachers, and our bargaining unit. We're not waiving by doing this any issue that's a mandatory subject of bargaining. We're not doing any waving by entering this, and if we do speak about something that is a mandatory subject by doing this discussion, we're not turning it into a permissive subject, and I know you wouldn't say the same conversely. Also, we were very concerned. I think we sent Wendy, was it 40 pages your review of the changes to the Safety Manual.

Wendy Doromal: Yes.

Mark Richard: There were approximately, and you correct me if I'm wrong, Wendy and Jim, 88 pages before. Okay. And what we had last seen is about 60 pages were eliminated. I stand to be corrected because we're getting things. It is absolutely frightening to us. Given that, well before, we all work together to try to get below a 5% transmission level, right? We are, I believe, in Orange over 15%.

Wendy Doromal: We are almost at 20 right now.

Mark Richard: Things are worse, except maybe in terms of the death rates because of the vaccine. But in terms of transmissibility, we've never seen anything like this, even in the Coronavirus world, and you have a health and safety manual. We were stunned at eliminated in our mind 66 of ADA pages, and some of the things that looked to be eliminated to us was stunning to us. If we are correct and Wendy spent until two and three in the morning, sending, I believe, pages and pages, some of it was redundant because it went item by item. Items also again transgressed, if you will, similar areas. And we got not a single comment back. Not a word. Wendy, to my knowledge, not a reaction. Not a thank you, not anything. It's kind of stunning to us.

Wendy Doromal: In a way, it isn't, because the way it's set up is, there's a safety committee that's not really functional. And the previous times the Manual was changed on, I had to give comments there, and not one word was said after I said it, except thank you, but no discussion. Nothing, because it was already done. And that was this time it was already a done deal. So, basically, I spent seven days and seven nights writing something for nothing.

Mark Richard: Let me highlight this before I turn it to Wendy and back to you, and thank you for listening. These 10 or 15 items appear to have been removed. Notice my words. We're so left out of all this. It appeared to be left out. And we think if it is true is reckless. There seems to be no firm commitment to monitor community transmission. Yet, the CDC's entire color coding is tied to inextricably tied to community transmission. We don't see any real mechanism to monitor community transmission in the new Manual. We also don't see any commitment in there to adjust these procedures based on the latest changes of science, etc. There is no requirement to were coverings, put aside the Governor's whether he had the right or not to do it. It's directive. What is the school board going to do? What's their position? Is your position the same as the Governor's School Board? I don't know. There appear to be no social distancing requirements in the Manual. Three feet six feet, we don't see it. If it's there, please know, we just got the latest one. I just printed it out this morning and was looking at it. Wendy, when the new one go out? Friday?

Wendy Doromal: Actually, it was supposed to go out on August 2nd. But as always, the district ignores our ten days. Did not confer with us, and as it was said at one safety committee, the special magistrate said confer not that we have to listen to you. So, I didn't expect them to. I hope they would because it's our children's health and lives. It's our employees' health and lives, but it was dated August 2nd, and it was posted on July 30th.

Mark Richard: The next thing is

James Preusser: Can I answer that for a moment?

Wendy Doromal: No, I think Mark should finish.

Mark Richard: I am almost done, Jim. I promise

James Preusser: I'll let you go, but I will be answering to that.

Mark Richard: Please do. We also don't see any notion of the mechanism of communicating with students and employees regarding protective measures and how to prevent spread. You don't see that in this, and it was in the last one. And in the last one but not in this one, is a commitment to ensure sick individuals stay home. We're not seeing the same granularity of cleaning or disinfecting building surfaces or shared items in this Manual. Those 66 pages are gone. They're gone. Any maintenance of a crisis response team. It's mind-blowing to me that that is now not their crisis response team. A sensible or safe school clinic oversight. What, what's happening with our clinic oversight. And why was, why were they pulled out? Special considerations for medically fragile students, not in there anymore, a limitation on visitors or unnecessary in-person meetings, not in there anymore. Used to have reference to serving meals safely, not in there anymore. To our best read. Any real protections for interactive activities such as the playground, emergency drills, extracurricular outside events, sporting events, aftercare, all those things that we had discussed before and that were in the Manual. We don't see them. An encouragement to use safer outdoor spaces if it's possible if the school is really crowded, and we're in 20%, there may be a way to spread some classes outside, and I know it's hot, there's ways to navigate that we're asking for encouragement. And it used to deal with safety procedures for contractors and vendors, and that's not there. So I'll let Wendy finish up, and you see our proposal 90% or plus work before we don't know why it wouldn't work now, and 66 of 88 pages 75% of the manual got cut out, and things are worse, we just want to be blunt extremely concerned. And we'd like to reset with you and just get this done, so safety is paramount. Wendy, please add to this.

Wendy Doromal: I want to add is that it's very disheartening that the district is so unilateral in everything they set up and every committee and every bargaining session they must have control. You want to control the time, message, and everything and strategize to continually put obstacles in our place. Teachers need to feel safe. We've got dozens and dozens of emails, calls, and texts from teachers begging, that meet the teacher be virtual, as it was last year when there was a much lower COVID spread in our community. At that point, the district cared and seemed to say, okay, you know, we'll do that. But no, not only Meet the teacher is face to face, but they go people going I there with no masks, and we have kids in elementary school, who have no possibility of being vaccinated because the vaccines are not available to kids under 12, were just very, very concerned with these issues. The fact that the district continually decides what they're going to do with whether it's with the Manual or ESSER money, or whatever, then throws it at us. I'm going to give you another example. I got a text on Friday afternoon. It's always after hours, saying that the district. The district, deciding to use ESSER funds to give teachers \$200. Not teachers, OCPs employees \$200 if they showed proof of vaccination by Halloween. I'm not saying that's a bad thing. I'm saying, the federal government said, the district must bargain, the use of ESSER funds. What we're going to have to do, and I know Mark is going to help us, is to directly communicate with the federal government, so we understand what we bargain and what we don't because what we're seeing is the district taking that pot of money, and using it as they see fit. For instance, we were told that 500 or more tier-one teachers were hired with ESSER money. We would like to see

some of the ESSER money spent on the suggestions that we gave, having permanent subs. We want to stop learning loss. We know there were 26,000 vacancies for substitutes last school year. Let's stop that. Let's use some money and get a permanent sub in every school and do some things. Still, we will bargain that, and that is what the federal government has said, and they did not say no, the district has this money. They're free to use it as they wish, and I've discussed this with both state and national union leaders, and we will get the answer from the federal government. Thank you.

James Preusser: Are you guys finished?

Mark Richard: Yes, Jim.

Wendy Doromal: I am done. I am waiting to see your comment.

James Preusser: Ok, so

Wendy Doromal: Before you speak, Jim, I'm going to tell you I hope I did it right so you guys can share.

James Preusser: Alright, before we share on the screen just a couple of responses based on some of your commentaries. I would ask that you do the same when I'm presenting my counter. Let me get through the whole counter. If you have questions, you can certainly ask me afterward. I'm happy to fill in questions so we can get into that dialogue. I don't have a problem with that at all. But as it relates to Wendy, your comment about July 30th and the message that went out. That was the date the message was created. It actually did not go out until Sunday at midnight or Sunday, so it was not. We didn't send the message out on the 30th. That's not all factual. I just want to make sure that that's clear. So I know that it was forwarded to you. You had already gotten the information that was the date it was created. So I just want to be clear about that it did not go out through email on July 30th. That's the first thing. The second thing is the items that you went through in regards to the health and safety procedures manual. A lot of those things are captured in the MOU. We think that when we go through our counter-proposal, we will be able to highlight some of those things. Not saying all of them are. But I would also say that there are things that the district already adopted and put into place from a protocol perspective and so we can get into that as well. So, we'll go ahead and share, and I'll email it to you as well. Give me a second. LeighAnn and I are trying to use the same iPad.

Wendy Doromal: And Jim, I do have a date stamp on the email that was forwarded to me, and it was not midnight on Sunday. It was the afternoon on Sunday.

James Preusser: I think you're right, I think it did go on in the afternoon, but I just wanted to be clear. It did not go out on the 30th. That was the date it was created.

Wendy Doromal: We have a bargaining team member here who can tell you when he received it. It was way before that. Go ahead. I want to hear what you have to say.

James Preusser: Let me just say that there are annotations on the document because I want to make sure you understand the rationale from the district about why we might not have countered. No, it's not a rejection. It's a counter. So, I know that we had some dialogue about that the last

time, but this is a counter-proposal. The first thing I'll say in the very first paragraph. (See appendix B)

Mark Richard: Can I ask the question, Jim? Did you redline it against our proposal?

James Preusser: I did.

Mark Richard: Okay, great. The responses that are boxed are just annotations.

James Preusser: That's right.

Mark Richard: Got it.

James Preusser: That's right.

Mark Richard: I got it.

James Preusser: I am not saying they need to be embedded in the agreement, it's just from a rationale perspective so you can see the position of the district. So, the first paragraph. First of all, it's not a reopening the school is already open. So, we change the word re just to opening. And we said we can agree through December 21st, 2021. Let me just explained why. So, you know, in the last MOU, we've had a lot of discussions with the board and superintendent. And when you know, we agreed to long-term MOUs or language contained therein. Sometimes it hamstrings the board about being able to make a management decision or business decision for the district. So you're going to see some of that theme throughout this document. And I'll certainly highlight those and bring those to your attention as I move through it. So, when we move to the next paragraph. Again this is, this is something that we want to make sure that we're not usurping the School Board Authority, and they need to be able to pivot and change. So the way the language is written and saying that the MOU would override the Health and Procedures Manual. Things change regularly, and things change daily. The CDC and or the Department of Health change things regularly. I'll give you an example, last go around, if you remember, when they were putting people out, originally, they said 14 days, and then they moved to 10 days, and we had an MOU that said 14 days up to 14 days. Fortunately said, it says up to 14 days, or we would have violated the MOU. So we just need some flexibility. We can agree to the rest of the language, with the exception of, we did make a change that said OCCTA will be given prior notice for a meet and confer opportunity now have three days for input prior to any amendment to the Manual. So if the Union doesn't agree with the number of days, we can certainly continue to talk about that. As we go down and number one health and safety. So, in this particular area, this is where, you know, we think that the way the language is written. We have made a slight change that says the district will consider the recommendation of the CDC and or local health officials. The reason we say that is because they don't always agree. And also, there can be a differentiator in terms of what's going on specifically in Orange County or Florida, the State of Florida, relevant to COVID-19. We want to make sure that we have some flexibility there. Again, the board may want to have an opportunity to update or change a particular policy, or we may need to update or change the health and safety procedures manual. So we believe that that language does offer that. Still, it also stipulates to our employees and to the Union that look, of course, we would consider the recommendations from the CDC and our local health officials. We struck to that old language in there about the emergency

order because that's no longer applicable about the reopening of schools. And then we left your language in there about your waiver. You mentioned that earlier, Mark. More broadly, of course, but we also won't be waiving any of our rights as it relates to, you know, the management of the school district. We left your language in there. We don't have a problem with that. Number two, we strike thru number two. I explain why. We think that there are opportunities where folks may need to come onto the property to a school. An example of that would be a tutor. We use tutors, external tutors, before, come on to the premises. We know that learning loss is a big deal, social and emotional learning is a big deal, and we think that language restricts us from doing that. If I go down and number three, change the word update to use. We did say the district will keep employees and the community informed via the COVID-19 dashboard. So the dashboard is available today. It's available on the website, and there are links. You can go to the website and find it. Wendy, I know you've had discrepancies or concerns with the dashboard before, but we do send it out to you on a regular basis to ensure that you've had an opportunity to look at it and of course you can look at it on your own. A through H. I know that you have these elements back into the MOU but what we're saying here is that a lot of these, this kind of goes back to my very first commentary, a lot of these items have already been adopted and incorporated into our protocol. Yes, Mark, the Manual is not 88 pages long, but a perfect example would be cleaning and disinfecting. The custodial team is still doing that. That's going to mirror what it did the last time. In fact, I spoke to the head of custodial today about that, so, you know, those things are still going to be in place. Yes, we struck through the language, but we also feel like, again, it's not necessary to be in the MOU because the protocol is already in place in the district. Four, we combined four and five. Let me explain. On your proposal, of course, we agree with you that symptomatic and are COVID-19 positive employees, they should stay home. We agree with that. You had written language, after that, that speaks to the medical relief of duty. What we did in number five is we've combined them. So we're saying here is a fully vaccinated or approved reasonable accommodation employee. Let me explain what that is. An approved reasonable accommodation employee will be an employee who, let's say, has a medical condition and they can't get the vaccine or maybe from a legal perspective, or from a religious perspective, they don't want to get the vaccine. So, if they had an illness related to COVID-19 or were quarantined, that's what circumstances mean, so I struck to the word, illness, and put related circumstances. That would be either an illness or a quarantine, we would pay for their time out, and we did strike through up to 14 days because I gave you an example that earlier. Those days change. And so we're saying that, and we work with the DOH daily. They come back to us and say, look this person through contact tracing, this person's quarantine they are going to be out for this amount of time, or hey this person's positive, this is the timeframe, they need to be out. So we would pay for that time. And I would also say that there could be instances where an employee might be out multiple times. We have had employees that may be positive more than once, or they were quarantine more than once. They would be paid for that time as well. We did strike through federal benefits. There are no federal benefits related to leave right now, at least. Those have expired. Let's go to number six. So, I struck through that, but I have a reason why. There's actually a statute that speaks to that. Statute 1011.60. And it really governs the administrative rules relevant to waiver. So, Mark, I don't know if you want to look at that, but I can send it to you and Wendy. I can send it to you if you'd like. But I did have some conversation with John Palmerini about that. And there's no reason

for that to be in the MOU. It's governed by the statute. Again 1011.60. The next one, I'll just be very clear with you. Number seven, we have no intention to ask employees to sign a waiver, no intention, we said that the last time and I also say, you guys had mentioned, Mark you specifically that you guys have agreed to 90% of this. Well, remember that most of that went through the magistrate, and we had a discrepancy on about three or four things that we worked out between the parties that were, I think, a little bit of a deeper concern between the parties. The other, the other items we agreed to. So I know that you've taken those items, the ones that you felt were appropriate and put them into your MOU. That's fine. But we believe that in some instances, some of those things don't belong here. And that's why we need to struck through or be given a reason or rationale why we cannot. Number eight, we actually add some language at the bottom. The word any and all is a little restrictive for us. It's pretty broad. We said where possible large-scale meetings will be virtual. So we know there are instances where large scale meetings, you know you've got a lot of people coming back maybe they're in a gymnasium, or a hall, what have you, then we feel like those meetings should be virtual were possible. Nine. There are no issues with number nine in totality. Everything in there is fine with the exception of words: teachers will be permitted to wear scrubs and casual clothing. We're just reverting back to the contract with what the contract language says relevant to that, under the professional dress. Then the other section, the other paragraph, I apologize. There are actually four paragraphs in number nine, so two that I can agree to in totality. Number paragraph three, we have changed. Then paragraph four, we also felt like some of these items needed to stay in here. So we said the district will provide if requested, face shields and plexiglass barriers for these following job classifications dean, psychologists, social workers, counselors, and staffing specialists. We also understand that there are going to be instances where a student wants to be face to face or needs to be face to face, or there's a requirement to be face to face with some of these different job descriptions. We think there's potentially an adverse impact if we say, look, we're not going to be required to meet face to face, but we are fine with providing these, these items Plexiglas barriers. Certainly, if there must be a face-to-face meeting, there will be Plexiglas barriers in the offices for these different individuals to have, or conductors the student meeting. Number 10 and 11. So I know we went round and round about this last time in number 10. It's kind of the same thought process, the rationale. Under the end of number nine, there are situations where we think that home visits will be necessary. I know Mark use the phrase this is absolutely critical. But we think it's absolutely critical on our side. He said it was absolutely critical that they shouldn't be occurring. We think that in some cases, they may need to occur based on the situation, so the language, you know it says, will not be required. I don't know if there's a different way for us to write it. And maybe there is, we can certainly continue to talk about that, and I would also say that for some other, we can write it differently. I know that he presented these, and I don't know what your passion level is on each one of these. Still, if there's something we can do different, that would also hold true for 11 because there are instances where the parent demands a face-to-face meeting and then telling us no. It needs to be face to face, so I think we had were feasible in there, so maybe that's something we can continue to move on, think about, at least from a first glance we want to make sure that we can provide an opportunity for the students and their parents. Alright, number 12, I know there's going to be a lot of discussion around this one around the face masks or the face coverings. It does violate the policy, the way the policy is written under EBBA. I am specifically talking about the recent

adoption of the policy that occurred on July 13th with the board, where face masks or face coverings are optional. And then obviously, again this is based on how your language is written and obviously the Governor's Executive Order, relevant to students. So I think from the board's perspective, it's really having the opportunity to pivot or to change or to make decisions as things change. And that's where we are right now, as it relates to the policy, the policy is optional. So we believe that if an employee wants to wear a mask, of course, they can wear a mask we don't have concerned with that. And we think that it's up to the employee to decide. The next section under there, upon request, face coverings will be provided. We don't have a problem with providing face coverings. We cannot guarantee the KN95 masks. Can't guarantee those, but of course, face coverings, we can make those available. Number 13, so we made a few changes here. The district will schedule routine cleaning and disinfection of frequently touched services within the school and school buses, at least daily. You may or may not know this. I'm sure you did. I think we have someone from CTA come in the bargaining. We have an agreement with OESPA on health and safety agreed to that on Friday. Yes, I was in bargaining on Friday meeting with them until late. We did get an agreement on health and safety with them. There are elements in their agreement that speak to cleaning of buses, how often, etc. So that is incorporated into their MOU, even though it's highlighted here. I wanted to point that out. The other items of use of shared objects, etc., we can agree to the word between use. You have some other things in here. Again, I think some of these, like talking about the checklist and daily sanitation and disinfection, those things have been incorporated as part of the protocol process as well. 14, we have no issue with the air purifiers. 15, we did add some language I think what both for 15 and 16 I just want to make this comment is, you know some of our schools are very large in particular at the high school level and we have, you know 3000 4000 students in some of the schools, and social distancing can be a challenge, it is going to be a challenge. In some cases, however, what we indicated here is that physical distancing will be observed, where feasible. Appropriate signage will be distributed to schools. So the safety team will be distributing signage to schools, and we will be making sure that signage is consistent amongst the school so that everybody understands what's supposed to be happening. I believe that signage has already started to be distributed in conjunction with some of the elements on our health and safety procedures manual. 16 is difficult. All class sizes will maintain 3 to 6 feet apart. Again, the majority of our students are going to be back, face to face. We can agree with this last time because as you recall, a lot of our students were not physically in school, that's not going to be the case this time and so to say that we must be three to six feet apart, is going to be a challenge for us. And so, and also from a statutory perspective on class size. It gets a little bit difficult for us to agree to that as well. Again, last time we could do it, because, you know, we didn't have as many students physically in the classroom. 17, we have no problem with the first two sentences. Of course, we will encourage and communicate health and safety practices to parents, students and employees. District-wide hygiene practices, social distancing other safety protocols will be taught to students and embedded in daily routines. Again, you know, an increased number of students returning from a transition time perspective that is going to be difficult for us to do. And also, we have to maintain the state's required instructional number of minutes. 18, we think, is redundant. It's really, I think, a rewrite of 17, you can certainly correct me if I'm wrong, but we think that number 17, the broad statement, at least in the first few sentences, I think, is already captured in 18. 19 we have no problem with. 20 I am going to talk about a little bit about

this. This one also went in front of the magistrate. The problem that we have with this one is that if we can't limit expanded coverage, meaning that if we do it for a group of people, we have to do it for every employee, meaning that no employee would have to wait the 59 days when they're first hired. So that's, that's a problem for us to do that. In fact, it came from our risk department and actually shouldn't have agreed to that the last time. But we did. 21 live stream instruction and cameras in the classroom, you put are not permitted. We said, are permitted if the teacher volunteers to grant "listen only" opportunity for students absent due to illness. So we're not saying that the teacher needs to instruct, but if the student wants to listen to the lecture or what they are teaching for that day, it's up to the teacher to do that specifically. Hybrid instruction, let me just get into that a little bit. First of all, there's no direction from the state for hybrid. There's also no funding for hybrid instruction, so they're not allowing hybrid instruction at this point. If for some reason, that were to change, that would be something obviously we would have to come and talk to the Union about, but at this point in time, we don't have any indication that that's something we would be implementing or thinking about implementing. 23, duty day, there's actually a recent arbitration that spoke to duty day. I just want to read one sentence out of it. It is a common and accepted practice by both parties for employees to perform tasks beyond the duty day. So we understand now there are times when teachers and obviously other employees work outside of that day. I know that CTA filed a grievance and went all the way to arbitration. That was the response from the arbitrator based on the information presented in the arbitration, and that was the feedback that the arbitrator gave us. 24 that's already in the contract. I don't think it needs to be in the MOU, and also, the lesson plan settlement speaks for itself. 25 really limited our right to exercise control and discretion of the organization, and it's under Florida statute. 26 is also in the contract. We don't think it needs to be in there. 27 I mean, I know Mark, you gave an example of a teacher walking around the room and trying to navigate through the desks, and it's tight. But we also know that those there are effective classroom strategies relevant to how an evaluation is looked at. You mentioned down in their evaluation for not walking or marked down in their evaluations for not walking around the classroom. Again, I think the administrators will try and be focused a lot more on grace and compassion around that. Certainly, if there was an issue with that, that can be brought to leadership, or it can be done through the grievance process accordingly. And then lastly, under terms and conditions, the way that it's written it really suggests that if any changes are made, we have to come back to the table. And so that's a bit of a problem for us. We think that yes, there are situations where the board has the absolute right and the authority to make changes and to pivot and to certainly run the operation, especially specific to safety, and various other things, that's a management right, so I can't agree to that top paragraph, but the other paragraphs I can. You said it was legal mumbo jumbo. Those were your exact words, and we can agree to that language. Then as I stated at the very beginning. By agreeing to something till the end of May limits our authority if something would have changed, and we have examples of what has happened, and I gave you a couple. So I think at this point in time, we are willing to agree to something until the end of December, and if the parties need to come back together and talk about that, prior to that timeframe, we are willing to do so, with that said I will pause and see if you have questions or comments.

Wendy Doromal: I do. I have comments. I understand right now why you did not send this to us before today because it's absurd because it endangers teachers and will endanger students. The fact that you repeatedly said, where possible, means it's not going to happen. We've been there done

that with the district over and over. Anything that says we're possible means Hi, I'm the district I have control. Not going to happen. Okay, it's not flexibility. You claim you want flexibility, no. You want control, and that's who the district is an autocratic employer that does not bargain in good faith. And so I can just say, stunned is a good word for the district. I find this incredible. I would like a copy of this immediately. I would also like a copy of the arbitration you refer to with that sentence. I need the whole response for that. And I did ask for some other things that I sent you this morning, but, of course, this is just stunning to me. Mark if you want to comment.

James Preusser: So Wendy, let me just ask you said that you are done. What does that mean? You are not going to discuss this any further? I don't understand.

Mark Richard: We are going to discuss this.

Wendy Doromal: What are you talking about. I mean, I've done believing in you, trusting you, trusting the district. Believing that you, the district, the school board, the superintendent really care about their employees and their students—my God. We are on national news every single night. Every single night for having the most cases, for having black status in our hospitals for the number of children who have become sick and are hospitalized, it's on the national news, and you gutted our last agreement. It shows who you are, and it shows how you think about your employees and how you really are up there to protect students. My goodness, teachers want to be in the classroom. Teachers want to be in front of kids, but they want to be safe and make sure that their students are safe. With this plan would be closing down classrooms, closing down schools, it would be incredible. It would be a mess. It just cannot possibly work, and I think we're going to have to let Mark make a comment and go to caucus. We'll need this proposal for caucus.

James Preusser: Sure, we'll send it to you.

Mark Richard: So, Jim, a couple of things I want to make sure I understand. So, you do realize, and I want to make sure we agree with each other, that you struck out multiple paragraphs that you had previously negotiated with us. I am not miss reading that. Correct?

James Preusser: Right, and I gave you a rationale as to why we struck through.

Mark Richard: You can give all the rationale you want.

James Preusser: You can too. You can too.

Mark Richard: I want everyone to understand what these are. You did not have those rationales last time. You agreed to it last time. The school board accepted it last time. About 80% of what we have here that you agree to, you have stricken. The second thing I think we want to make sure we're agreeing on, it was critical to us that we didn't draft a new MOU that you could change in 30 seconds. And the way you've written this by striking through what you have once agreed to multiple times actually, you can change every single word in here, unless it violates the law or our contract, every single word in here, you can change anytime. In the preamble, you struck through that this will supersede, and you knew that was critical. Otherwise, we can have this, and just like you know, Wendy said, we would not be at all surprised if an hour later you all change. You have literally 100% almost changed the entire mechanism. The partnership, the dynamics of the other

three MOU that we have, and things are worse. You realize, right? You've made a proposal that gives you 100% ability to change this at any time.

James Preusser: First of all, Mark, let me just comment on that. The other three proposals are separate and distinct. The first proposal of one page long. It didn't even have any of this language in it. The second proposal didn't have any of the language in either, maybe a little bit, but most of it did not. The third proposal is completely different. You went to impasse on it. Okay, and most of what came back, most of it, excuse me, came from the magistrate. We agreed to modify four or five different things that we had a disagreement on, but let's be very clear about that, and we came to an agreement on that, and that's fine. That was almost a year ago. That was last December. Again, as I stated earlier, there are things in the agreement that hang strong, the board and our ability to change, pivot, or make different decisions around the school district. I've been very clear about that. And so, if I agree to something first and foremost for an entire year, what happens if something changes. I gave a very good example about that around 14 days, or one of the things change, relevant to another CDC guideline or CDC recommendation. So you're saying that the Union would actually come back to the table and say, okay, we're okay with that change. No, the Union would say, no, that's what the MOU says, you have to adhere to that. That's what you would say. And you can't tell me different than that. That's exactly when you would come back and tell me. It's that true or false?

Mark Richard: It's false. What you're saying is false. Let me answer what you just said, so the public knows what you're saying. You went to a special magistrate. And that's an outside third party that gives a non-binding ruling. After that, instead of going to the school board, we reached an agreement. An agreement that was inked.

James Preusser: And that agreement expired. Let's just be clear.

Mark Richard: I understand.

James Preusser: Ok.

Mark Richard: This was language we all agreed upon in a health and safety pandemic. I really hope all of you, when you're in bed at night, really look at your day and say, you know, what did we do today? You went to 14,000 teachers and educators and said what was good enough before the pandemic got even worse is no longer good enough. And whatever we agreed to you, we used to say, we'll keep our word because it says we can sit down and amend it at any time, but we're not going to keep our word now. We can change it whenever we feel like it. Then you cross through paragraphs. Paragraphs of things that had zero reason to be pulled out other than you want control. You rather have control than to be safe.

James Preusser: That's not true.

Mark Richard: Of course it's true. And you would rather win this debate and win these negotiations than to say, I want my 14,000 educators to have confidence that we're joint stakeholders. We proposed language that you all agreed to. So let's take a look at some of it.

James Preusser: Hold on, hold on. I am going to respond. Hold on, let me respond.

Wendy Doromal: He is not through. Mark, can you said, I am done talking so Jim can, and then I would.

James Preusser: Ok.

Wendy Doromal: And I think we need to go to caucus after that.

James Preusser: I need to respond to that.

Wendy Doromal: I need a copy of the proposal. Please. Right now.

James Preusser: Wendy, I will hold my time to respond until Mark is done. I get to speak to that comment that he made. Go ahead, Mark.

Mark Richard: You take things like bargaining unit employees are not required to do home visits. You say this thing about flexibility. I want all the social workers watching to know, they're just going to start sending you into homes. Now? They don't even let the GrubHub guy go in. The Postmates guy. What is going on here? You signed that before. Bargaining unit meetings will be conducted with social workers, IEPs, etc., where feasible, virtually. That works fine with a virus that wasn't this transmissible pre-delta. Now you're saying no. You're saying no to things that you agree to. So this is why you'll see more resignations coming tomorrow. Tell the public how many unfilled teaching positions you have. We want to be partners with you. But partners don't mean you sit there and cross out all the things you agreed to before and put in a little box the word flexibility. The virus doesn't give you flexibility. Being intubated isn't flexible. Being put in your belly so you can breathe isn't flexible. We want the confidence that we have a real partner who's not as interested in control as they are in safety. And we have language that you all agree to that works. You didn't even come to us in the last year and said some of the things we've agreed to didn't work. We didn't hear a word. And the first word we hear that it's rejected is today at 2 pm Eastern time on Monday, August 3rd. That's the first anyone's called us and said we didn't have our flexibility. Our hands were tied. More kids got COVID. The parents didn't do that. So if we need a volunteer at the school, and they're essential, it says non-essential, so they will be able to visit because it's essential. During these kinds of numbers, between now and you're proposing December, you don't want someone else coming into the school that's not essential. Nobody does. No doctor in the world is telling you this. Go ahead, Wendy. This is unbelievable.

James Preusser: I think that's my turn. So let me go. You guys don't get to go side by side. I get to respond to that. It's only fair.

Mark Richard: Sure.

James Preusser: So, is it the Union's position that because the district gave a counter-proposal, you like to use the word rejection, which is not true. We are in bargain, and you know it's a counter-proposal. So just because I gave a counter proposal today doesn't mean that we can't continue to talk about it and potentially come to an agreement. You act as though, because the district struck something and because I don't agree to every single word that you propose that the district is doing something wrong, we are in discussion, we are in bargaining. I gave you a counter-proposal. And the reason I presented the proposal today to you is because I have the right and the opportunity to

put our position forward. You can disagree with it, and that is fine. I don't have a problem with that. And yes, Mark, the district does need more flexibility because this COVID-19 is changing every single day, and you know that it is, and there are things that the Union has put in agreements before, where they said well no, that's what it says, and you have to agree to. So don't tell me that the Union would come back to us and say, Oh no, we'll come back to you and talk about that because it's changed. That is not true. And I feel as though the Union is trying to make it sound as though the district has not tried to work with you because we have. I am giving you a counter-proposal today. If you don't like it, counter back. Hold on. Tell me that's an unacceptable item, and we'll take it back. We're bargaining. I'm bargaining today, tomorrow and Wednesday, please. We can keep talking about it. You're going to tell me that you can't agree to any of my proposal.

Wendy Doromal: Excuse me, first off, I want to make it clear that you, you Jim Preusser said you needed our proposal so you could give us a counter-proposal before this meeting. You did not. You never do. I can't trust you. I don't trust the district. Every single place in the counter-proposal that words flexible appears, you can just cross that out and put control because that's what it is, the district wants to mandate and control, never wants to bargain in good faith. I have never seen it in the last two years, and I would like to go to caucus. I would like to read this. I want the opportunity that you denied me. Even though you promise to get it before this meeting, I want to be able to read it.

James Preusser: Okay, we'll send it to you during caucus.

Mark Richard: Let me add one thing, Jim. Yes, you have the right to counter, but you know what if we were negotiating over a house on fire, and your counter came back, I'll give you a squirt gun when we needed hydrants and hoses. That's what you're doing here.

James Preusser: That's the same example you gave last time. Mark, please, go to caucus. Just go to caucus. We are going to go to caucus.

To access the video, please click the link below.

<https://www.facebook.com/OCCTA7448/videos/958492165006539>

**** Caucus ****

The parties came back to the meeting and agreed to continue the discussion tomorrow.

**** End of Meeting ****

Appendix

A

July 25, 2021

**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

Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

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,

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.

July 25, 2021

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

Appendix

B

**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~~ August 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 through~~ December 2021.

Need flexibility to respond to changes with the pandemic

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 and will have ten (10) three (3) 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).~~

Need flexibility to respond to changes with the pandemic; limits School Board authority to pivot as changes occur

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 ~~Center of Disease Control and Prevention ("CDC") and/or~~ 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

Need ability to make changes based on the authority providing guidance; limits School Board authority to pivot as changes occur

~~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.~~

Negatively impacts our ability to support student learning loss and SEL as students return to school

3. The District will ~~update~~ use 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:~~ The District will keep employees and the community informed via the COVID-19 Dashboard.

- 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.~~

Adopted and incorporated in other District protocols

~~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.~~

Need flexibility to respond to changes with the pandemic; limits School Board authority to pivot as changes occur
5. If ~~an a~~ fully vaccinated or approved reasonable accommodation employee is sent home due to COVID-19 related ~~illness circumstances~~, he/she will be placed on Paid Medical Relief of Duty up to fourteen (14) calendar days for the time prescribed by the FDOH Orange County. Once employees have exhausted all leave ~~and/or federal benefits~~, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

Need flexibility to respond to changes with the pandemic; limits School Board authority to pivot as changes occur
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.~~

Governed by statutory and administrative rules
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.~~

No intent to provide employees with a waiver
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. Where possible, large scale meetings will be virtual.~~

“any and all” is restrictive; negatively impacts ability to effectively operate school site
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.

Conflicts with Article VIII.

The District will provide, if requested, face shields and plexiglass barriers 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.

Negatively impacts ability to effectively address student social/emotional needs

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.~~

Negatively impacts ability to effectively address student social/emotional needs

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.~~

Negatively impacts ability to effectively address student social/emotional needs

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.~~

Violates School Board Policy EBBA; violates Governor's Executive Order No. 21-175; limits School Board authority to pivot as changes occur

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

Cannot guarantee provision of KN95 masks

13. ~~Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect of 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.~~

Adopted and incorporated in other District protocols

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, 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. Physical distancing will be observed, where feasible. Appropriate signage will be distributed to schools.~~

Adopted and incorporated in other District protocols

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.~~

Increased number of students returning face-to-face; must comply with statutory class size requirements

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~~

Increased number of students returning face-to-face will not allow additional transition time and maintain state-required instructional minutes

~~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~~ if the teacher volunteers to grant “listen only” opportunity for students absent due to illness.
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.~~

Addressed in
Paragraph #17

Cannot limit expanded
coverage, would have to
offer to all new hires

Not eligible for funding

See recent arbitration award

No need to restate contract language
or lesson plan settlement

Limits our right to exercise control and
discretion over the organization and its
operations (FS 447.209)

Addressed in Article XIV.B.3.d.

- ~~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.~~**

Conflicts with effective classroom strategies

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.~~

Reserves and retains all of its normal and inherent rights with respect to the management of our business; including but not limited to, processes and measures management may determine to be necessary to the orderly, safe, efficient, and economical operation of the School District

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~~ upon execution of this Memorandum, and shall sunset on ~~May 27, 2022~~ December 31, 2021, unless otherwise mutually agreed to by the parties in writing.

Limits School Board authority to pivot if necessary

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President