

OCCTA Bargaining
08/03/2021
Minutes

Location

OCCTA Building / Zoom

Attendance

OCCTA		OCPS
Wendy Doromal	Clinton McCracken	James Preusser
Mark Richard	Farrah Hawkins	Ian Gesundheit
Lucia Piva	Ladara Royal	John Mchale
Albert Davies	Laketa Jimenez	LeighAnn Blackmore
Matthew Hazel	Megan Oates	Scott Lindsey
Maribel Rigsby		

Appendix Index

Appendix	Item
A	CTA Counter Proposal.2 - Highlighted
B	CTA Counter Proposal.2 - Clean

Minutes

James Preusser: Good Afternoon, Wendy, CTA; good afternoon. Can you hear me, OK Wendy?

Wendy Doromal: Good afternoon, Jim, trying to unmute me.

James Preusser: No problem. I'm not having problems today with my computer.

Wendy Doromal: Yeah, you sound good.

James Preusser: Maribel's in the room making some adjustments, and we're ready when you are.

Wendy Doromal: OK, so we do have a counter-proposal that Maribel will get up on the screen, and then we can present it to you if that's OK.

James Preusser: Sounds good. We will listen. We'll hold any comments until you're finished. Thank you.

Mark Richard: We're going to put two versions on the screen (See appendix A & B). We're going to put a side-by-side one that's completely clean.

James Preusser: OK.

Mark Richard: There we go and one that uses which no offense I'm not particularly fond of but would use this sort of methodology of redlining a bold and unbold to show changes, and we've also yellowed those to show where we've made compromises or accepted your language.

James Preusser: Alright, I appreciate that. I appreciate that.

Wendy Doromal: Maybe it would be helpful if we could send it to the district.

James Preusser: Sure, if you want to send it to LeighAnn, myself, and Scott Lindsey, we will then have an opportunity to look at it during caucus, but I do appreciate that, and we will listen to your proposal and will hold all comments until you're finished thank you.

Mark Richard: So we'll just we'll do a screen split in the moment, and we'll explain. So just so everyone who's watching in your team, the right side should be CTA proposal number 2 dated today, and except for an error or two, it is clean if you will, and we stayed with the same paragraph, so if a paragraph came out completely where we agreed with you, we removed it will just put left blank intentionally there so that one in paragraph one and 22 and 22 always line up and we're always working from 27 numbered paragraphs even though later if we reach a deal will do a renumbering and then on the left side which is I want to use we followed what you had recommended or been using for a while. Again it may be a little confusing, so where it's underlined and bolded, we're putting back our language that your offer took out more or less, and where we've made movement either as a compromise or taking your language, we've put it in yellow, and you'll see there is quite a bit of movement here as well. We do want to start by saying we aren't there are members are not going to approve based on the feedback we're getting. An MOU that differs from last time, which allows you to change it at will and so that introductory paragraph that says this will you know in essence prevail was old language and to have an agreement that can be changed unilaterally means we have no agreement. It just doesn't work, and we'd rather put that up on the table. The members see no path to being, and again how do I say that I'm going to share with what Wendy as a leader is hearing from thousands of our members. It is not directed at any of you personally. They do not believe and trust the bona fides of the district. We're just sharing this with you all can do with it with what you want. It is as if they're calling a 911 operator and have no faith anyone will pick it up or pick it up and respond, and so if we get anything loud and clear, you would be startled, and I wish you all would partner with us to try to change it, but there is a lack of confidence in the district that is coming through multiple levels that we need to fix. We all need to do that together. That being said, Wendy, should I walk them through where we are.

Wendy Doromal: Yeah, and I'll just say for the first paragraph, and I know you're going to say to is that we cannot agree to an MOU that runs in December we absolutely are here we're always open to bargaining and of course if there was a change like the cases went way down hospitalizations went way down children were able to be vaccinated, and there was a change in the community outbreak we would absolutely expect to change the guidelines so but we don't want to dictate it to by the district, and we don't like mark said trust a District that would gut safety procedures manual 88 pages leaving us just hanging out there with no protection. Go ahead, Mark.

Mark Richard: One other thing that and again you don't have to respond. Feel free not to, but we're looking at that we now need to go two years to do arbitrations, according to you all. We're not accepting that. Every single time we send something forward, almost always, we don't get it back in the time that we thought we'd get it. This whole bargaining and what happened on that weekend. We've heard your version. We're not going to judge you. We're just going to say evidence shows us the forensic show us that you all will delay everything. You will never agree to waive special magistrates. Things get strung out to the last minutes every arbitration. I don't know a place that you know pretends that what you know about how difficult it is to get to arbitrations and people can't move up. There isn't anything from the teachers' point of view that they feel they have faith in anymore, and so we're just being blunt, and so we need an MOU that is fair to both sides. That make safety the priority for children's parents for you for our everyone on campus, but if it is not enforceable, there's no path in our teachers' minds because frankly, the word of the district is meaningless to them now and even when we have an ability to go to court or arbitration you guys fight us on everything too thin there. So if a teacher tomorrow has an arbitration we have to tell him it's more than a year out under your rule, which we don't agree in. A court will have to figure that out but just know that at the center of this is an absolute ironclad commitment that Wendy's giving to the teachers that this will be as enforceable legally and morally as it can be because we do not trust the partners we're dealing with and I'm not seeing anywhere the difficulty of getting an arbitration set. I don't see folks that wait to the last minute to send those things. I don't see folks that say around the state work on this send it to me so I can move this quicker, and when we literally almost urge you on safety issues to move with all deliberate speed, it's with a snail's pace, and we can't take it anymore, and so we have to draft this in an honest way for both sides. We've made a lot of movement here, but the centerpiece of it is safety, and the second centerpieces it's gotta be enforceable, and there can be nothing in here that says trust us because it is a sad day that we are in a situation, not Wendy, not the union not the lawyer but your if you do a climate survey you will be stunned it's bad out there, and together we gotta fix it, and this would be a great way to send a message that you will not only agree with us on safety, but you will stand by your word and allow it to be enforced and that's the centerpiece so let's go.

James Preusser: Let me respond, Mark. At least let me respond to that. I'll keep it brief. First and foremost, I haven't seen your proposal yet, so I'm not going to make any comments on it. I trust what you're saying that you have movement. Will see when you present it, so I'll wait to see that, and I'll wait for any commentary on that to be fair to the union and to CTA. But in terms of the arbitrations, that has nothing to do with this MOU. There's already a binding response from an arbitrator who gave an arbitration award relevant to that and provided feedback on that. If you want to challenge that, that's up to you. That has nothing to do with these discussions. I'm not sure

why you brought it up, but of course, she has a right to challenge it and to go down the path that you need to go down. We're going to go down the path that we need to go down the arbitration, and again the arbitrator already ruled on, so that is this is not the place for that discussion that's all I'm going to say. You disagree with that. That's fine, no problem with that. We'll let it go down the path it needs to go down, alright. With that being said, let's move on to the proposals. I would love to hear what it is.

Mark Richard: Well, I am going to respond. First of all, thank you for telling me what is or isn't my place. The reason we don't make progress is you're not listening. I'm going to talk to you as a human being, to a human being, a professional to professional. We're trying to tell you what we need in this agreement. The members do not want us to agree to something that you can change it at will, and in the last MOU, it said that if there was a conflict between board policy or what have you the MOU prevailed. So we knew we had an actual enforceable agreement. You've walked in, and I just use the other as an example; every day, we're seeing something that indicates to us, to the member delay, confusion at the school site lack of care about people's fears. You all can give us words; we watch your feet, not your lips. We can't use your lips because of the masks, but we watch people's feet, and the marching of the administration in certain parts of the school system, not everywhere, is actually, we find frightening. We're just blunt. Parents are finding it frightening. Pediatricians are finding it frightening. Go on social media and see what they're saying. But that's not good for any of us; we want to partner with you. So the reason I brought up the arbitrations as it's one more example that delay is your middle name.

Breaking promises is your last name. I'm just being blunt about it. I don't have this everywhere else, so it can't be me. It can't be Wendy. It can't be FEA. We don't understand it, and then there are times we do great together. We're not stupid, but everything is to move something where we can't get there. Why don't you look the teacher in the eye and say, we're not going to get to your case for a year? Nobody talks like that, and so yeah, we are going to challenge, and we're already in the process. It is relevant. I am going to bring it up because we have to build this on our teachers' marching orders and their marching orders are: we've lost faith, and you all should really reflect on that. It's real; it's not the posturing we have results to show it. We hear it every day and if we want to go ahead and put something up about do you trust this district to keep its word, Dr. Jenkins, all the people from whom I do have respect, I think we want to do a reset and say how did we lose our way as administration. The people in our village are losing trust and faith. Hopefully, this MOU gives us a path to rebuild that, so let's go to number one.

James Preusser: Hold on, hold on, hold on. Let me just this the last thing I'm going to say. So all I was simply doing with bifurcating two that's fine. If you want to align them together, I don't have a problem with that. You're entitled to your opinion. The arbitrator already made a ruling which is binding. If you want to challenge that, you can do that. I have let me finish, let me finish. I let you talk; I let you talk with no interruption. I didn't say one word. Are you good? Ok. So that's fine; that's distinct and separate, I understand that. You haven't even started presenting your proposal. You don't even know what my response is going to be. Let me hear your proposal. I said I would listen to your proposal, so now I'm going to do that. I'm going to mute myself. Go ahead, please.

Mark Richard: I have to respond because you mislead people. We don't allow that in our classrooms. An arbitrator in one case responded, of which we are challenging. We do not believe that's dispositive beyond any other case. You believe it is, and the essence is the district is maintaining, which we disagree, that the parties set cases into such that you have to wait a year for your case and that if a case is urgent, it can't be moved up. If the case needs to be traded out with a less urgent case, you aren't going to do that; that's what you said, and that's the kind of gamesmanship an embarrassing behavior that you all gotta live with who it gets excited about saying even if you won that case. You got that ruling that we think is only applicable to that case, but even if that's true, who gets excited to say, ladies and gentlemen teachers, if you have an arbitration that's timely or urgent, we're sorry it's going to take a year. We won that as opposed to we're going to resolve disputes together in the most orderly fashion to keep our eye on the prize, which is the life of the mind of the child, and you're bragging about winning something.

James Preusser: Bragging? No.

Mark Richard: Yeah, you are bragging. Yeah, you're all excited.

James Preusser: No, sir.

Mark Richard: To all the teachers, they are excited that it takes a year. They think it's great that it takes a year to get an arbitration set, and if you need an emergency ruling or any other expedited ruling, they don't want to do that. I will go on.

James Preusser: No, sir. Let me just, the last thing I'll say. No one's excited, and you're blending the high school pilot arbitration with the MOU health and safety procedures discussion and health and safety MOU. I know you're trying to align what you think is, I guess, bad behavior from the district. I don't know what you're saying, so go ahead and proceed with the proposal.

Wendy Doromal: Let me just say my interpretation and what I'm seeing is that Mark is trying to say. There is a serious problem in the district with a lack of communication collaboration meeting halfway, and it's poison all the trust teachers and the union has for the district. We're hoping it'll turn around. I think we should move on and get through this. Go ahead, Mark.

Mark Richard: We tried to base this on bridging that trust. OK, so let's put them back up, and we'll go through them. Alright, again, the right is clean. I'll go to the one on the left, so we're staying at August 20, 2021. You were right; it's August now, so we moved from July to August. That's a change that has no meaning other than to be correct—then coming down to the next yellow. Let me backtrack. The next paragraph that's all black right there, we're going back to our language that you took out. That is the whole point of my presentation. That paragraph is essential and critical because of the whole trust discussion. If we don't agree with you on and Wendy so artfully described, this MOU has to prevail. It's language you signed off before. Then the seven days, as you know, we've compromised here from the 10. You had three. We compromised at 7. We also took out the procedures manual, which you had taken out there that last line. So we've taken that out as well, so that's yellow going on to paragraph one.

Wendy Doromal: Mark, do you mind if I say something on that? Can you go up, Maribel? Can you scroll back up? OK. I just wanted to say that the first sentence we remove December 2021 and

put it back to the school year because we don't feel we can go through this horrible process over and over. We believe that if there is some big change like I said before, we're willing to absolutely go immediately to the table and will be there—just clarification on the yellow line on the bottom. We didn't take out the health and procedures manual. What we took out was through the contracted joint committee. That was taken out by both of us.

Mark Richard: Correct.

Wendy Doromal: That was not there. Yeah, OK, I just wanted to make sure.

Mark Richard: Thank you. That last line in the preamble paragraph that stricken through meets your strikethrough. We agree with you on that strikethrough we can...

James Preusser: Shouldn't be yellow it shouldn't be yellow then?

Mark Richard: It is yellow...

James Preusser: No, but you said the yellow items are for where you made movement.

Mark Richard: Yeah, movement meaning we are accepting your strikethrough.

James Preusser: Ok. Very good, keep going.

Mark Richard: Does that make sense to you, Jim?

James Preusser: It does just clarifying. Keep going.

Mark Richard: So you made a point. A minor point that it was correct on paragraph one with the executive order, so we changed it to any executive order because the one is not there. If one should come up, so I think that's a technical point that was made that we agree with you. We put everything else back in at the CDC guidelines. For everybody watching, the bold language that's underline were things in our original proposal from the teachers, the educators that the district took out of paragraph one. Our counteroffer is putting it back in. We're saying that it shall be implemented in accordance with the CDC guidelines. Paragraph two you took out, and we put it back in. It's critical you shall limit nonessential school site and classroom visitors. This whole paragraph lowers the human interaction where appropriate to try to combat the delta variant and the coronavirus. We're back to our original proposal that you did not except we are asking you to accept it.

Wendy Doromal: I just want to say I think this is really, really important. Right now, we're over 18% positivity rate. We have the highest number of cases we've ever had. We want to take every precaution we can to protect everyone in the school setting. This is something we had in our other MOU, and we needed to stay here to provide that extra caution. Especially since right now, the school board is saying that masks are optional. That puts every single person at higher risk, according to the CDC, members of your medical advisory committee, and the American Academy of Pediatrics.

Mark Richard: Alright, going to paragraph three. We think the word update should be there because as things get updated because of the ever-changing nature of this unpredictable unseen virus, we didn't think use was the right wording. Update is incredibly important. You took out A

through H in yours, and they're just too important. We think you're going to do them. Hopefully. Anyway, in terms of disinfection, isolation, and targeting, school closures were necessary; no one would approach a safety or crisis any other way. It was in our old one. This is language you originally signed off on. The board approved it, and we do not think it is right to take it out and take it away from being enforced.

On paragraph three, we put those back in that you took out. In paragraph four, we may change the second part that's yellow said employees have tested or have had direct contact will be placed on medical duty. We understood your point. We agree on paragraph four to remove that language through the end of the paragraph with the word same. That's our first acceptance of a major change on your part. In essence, we have a match in paragraph 4. Number five also we made some changes. This is a big change in terms of something that you proposed. As a result, on five, fully vaccinated or approved with reasonable accommodation, that could be for religious reasons, or you're allergic to the vaccine or your doctor your medical caregiver believes you should not take it or medical/clinical reasons. We understood what you were going through there. We took out the federal benefits, and I believe the rest of it speaks for itself, so there is movement in the proposal. Go ahead, Wendy.

Wendy Doromal: We think it's really important that people who are sick go home. I think it's really important that employees are given paid medical leave if they do get COVID. I say that because if they don't, they'll go to work anyway cause they don't make a lot. They have to feed their families and pay their bills, so you're endangering other people were going to if you're not going to give them medical leave. You have 850 million in ESSER money, and you could use some of that for that; then we're going to see many employees going into school some worksites who could have COVID you know they're not going to bother getting tested. They could be spreading, so we want to make sure that people who have symptoms stay home and don't have to worry about unpaid days or using their own sick time.

James Preusser: Just a comment, so you agree with the proposal. Number 5 was our proposal on the paid medical leave. So do you agree?

Mark Richard: Yes

James Preusser: Very good. Keep going.

Maribel Rigsby: Mark, can I add something.

Mark Richard: Yes, please.

Maribel Rigsby: We would like to clarify what reasonable accommodations include, like medical or religious, and we just want to clarify that that will be the case.

James Preusser: Yes, I said that in the last bargaining session that would be applicable yes.

Mark Richard: We heard you; we appreciate that we want to reinforce that.

James Preusser: Right, it would go through our legal team. They would review and would follow up.

Mark Richard: Very good. Then again paragraph six, you made the point that this one was governed by statutory and administrative rules for at least this one, we agree. We were willing to strike six and accept your striking of it, and so we have a match that six would come out of the MOU because it's governed by law. Number seven, we don't agree that you took out seven. Again for folks watching this, if it's in bold, and we've got it underline and not yellow, the district's offer the other day took our original language out. We're putting our original language back. We are in this counter, putting paragraph 7 back as originally was. We reject you're removing it, and we do not want our teachers to sign any waivers of any liability. In paragraph eight, we are back to our original language. Now we did strike through where the language was. I'm sorry, were possible large meetings will be virtual that was yours we're not accepting it, so we're going back to our original paragraph 8. Go ahead, Wendy.

Wendy Doromal: I just wanted to clarify that any time we see where possible or when feasible, what it means is the district has the control to decide. There's no real firm language. It's like saying that doesn't exist because you could say, well, that wasn't possible in our case that wasn't possible we don't think that's feasible. We know that we have learned from experience that we have to have firm language that protects all the members of our bargaining unit.

James Preusser: Let me ask you, can I ask a quick question. I'm sorry, in sentences before that, it says where legal and possible. The sentence after that, if possible, so you're in agreement with that language because you put it back in.

Mark Richard: Correct. We tried to modify that around the open house but yes.

James Preusser: OK, I understand.

Mark Richard: But we're trying to narrow it because it doesn't make sense immediately.

James Preusser: I understand, Mark. I'm just asking because of the statement that Wendy just made. The word possible is in both of those sentences, so I want to make sure that I understand.

Wendy Doromal: Let me be really clear. Our MOU is based on CDC guidance. CDC guidance is not recommending face-to-face meetings without masks, and the district has an optional mask mandate. To me, the interpretation would be right now considering community outbreaks that would not be possible to have those meetings. They would have to be virtual unless, for instance, an ESE student or parent needed a face-to-face meeting or another valid reason.

Mark Richard: We hear you, Jim. There are times we use it and times we don't. It just makes us concern. We're just trying to say, given this virus, given that 12 years old and under don't get the vaccine. Right? Given the positivity rate in orange.

Given that Florida is the number one state, I believe in hospitalizations per 100,000 Florida. Why would we want to have PLC meetings, faculty meetings, any of these things that could be accomplished virtually and not hurt the students? At the same time, why would we not want to do that and create any risk? There is no...

James Preusser: I understand.

Mark Richard: Yeah

James Preusser: I understand.

Mark Richard: And you would agree it was there last time these are from the old MOU.

James Preusser: I understand.

Mark Richard: So paragraph 9, we have a match, right?

James Preusser: Yes

Mark Richard: Paragraph 9 is a match. You asked us to take out the sentence teachers will be permitted to wear scrubs or casual clothing. We have agreed to that. I'm on paragraph nine. I don't know if you see that Jim right there where it's the scrubs at the top of the page.

James Preusser: Yes, I see the movement.

Mark Richard: And then the same thing here. The district will provide, and then you wanted the words if requested. We are accepting your "requested." The plexiglass barriers, and we've accepted your proposal on the sentence in that paragraph. We are, however, putting back in that social workers shall not be required to meet face to face in the room with more than one student if six feet of distance cannot be maintained. Again language that you took out. Language you previously agreed to, and that's where we are, but there's some movement in paragraph 9. Paragraph 10 you removed, and we're putting it back in. Its language you previously agreed to will not be required to conduct home visits. At this point, to be doing that, we do not in any way, shape, or form feel like you know the district has our back. I just don't understand. We don't want to do that to the homes of the folks who are going into, so we put ten back in that you took out. It's the language you previously agreed to. 11 was a compromise, so we had an 11 you struck out all. We put back all of our language and you originally agreed to. Bargaining employees, including social workers, psychologists may conduct and participate in IEP meetings and 501, etc., by conference call. You made an explanation about where feasible, and we came towards you, and we put unless a face-to-face meeting is requested by the parents, so that is a compromised position. In paragraph 12, you can see that you took out everything that's underline, and we put those back in, including the KN95, and that is a big issue. We are hearing what's going on across the country and in the state.

The pediatricians, the doctors, if we go back to 12, there is no way that the science the majority of parents there is a consensus in the medical community, not every consensus overwhelming that we have to do something with masks. Teachers are wondering what their lives are going to be like next week when the students come back. The teachers are wondering, do I quit? Teachers are wondering, does anybody have my back? Counselors are wondering, what am I going to do here? Parents are wondering do I send my kid back to school or not? You didn't create this, but we haven't seen the district stand up and adamantly say if we didn't have this executive order, we want masks. We need to go; you need to put their conviction out front we have disagreements about the legality of that order, but we're not going to solve that here, and we put that back in.

James Preusser: Can I ask a question, a point of clarification? If you don't mind, could you go back to the proposal? Can you move up slightly? Sorry, Maribel.

Mark Richard: Which one buddy, 12?

James Preusser: 12 yeah, I just can't see the whole thing.

Mark Richard: She'll bring it down.

James Preusser: Thank you, Maribel. So you do agree with all individuals over the age you didn't highlight them you agreed to that.

Mark Richard: I apologize. My error; we probably should've highlighted that.

James Preusser: You agree with that language, but the first sentence looks like you rewrote it.

Mark Richard: Well, because I believe.

James Preusser: Specific to staff.

Lucia Piva: Yeah, so I know I'm not Mark Richard. I'm using his link; obviously, it's Lucia.

James Preusser: Hello Lucia.

Lucia Piva: So the reason is because it is not changing the language; it is not a substance of changes. We quote what the CDC says specifically about masks. Highlights have typically in this draft represented agreement or compromise etc. In this case, it's reverting to what was originally offered but setting specifically with what the CDC recommends.

Mark Richard: Yeah, because it's changing.

James Preusser: My understanding was that anything highlighted in yellow was in agreement with the district.

Lucia Piva: Maybe the stricken through could be highlighted.

James Preusser: OK, I just want to make sure because when I take this back and speak to that, I want to be able to present that appropriately, which is look there was movement in this particular paragraph.

Lucia Piva: Yeah, just so you know anything that is it bold just is stuff that is accepting whether it's underline or stricken through. Everything that is not in bold is accepting the district proposal so that's uniform throughout.

James Preusser: I understand.

Lucia Piva: There are certain parts, for example, in paragraph 11 where it says unless a face-to-face meeting is requested by parents that's highlighted. That's not district language, but it is compromising and moving closer to what the district wanted. I want to make sure that you know the difference when reading it and take it back.

James Preusser: There's a couple of different reasons why it would be highlighted. That's why I asked the question because that's not my language in 11.

Mark Richard: No, it's not.

James Preusser: You are saying there was compromised there; that's the reason.

Mark Richard: Yes

James Preusser: OK, very good. I just wanted to clear it up.

Mark Richard: You want people to know if we were going to make movement yellow represents movement.

James Preusser: I appreciate it.

Mark Richard: Movement where we are compromising like 11 or movement where we've accepted your language as we pointed out. I want to make sure I'm clear here, and Wendy and Lucia rather correct me we are following the CDC guidelines regarding masking, and the stricken through is in no way diminishing our point, which is we're following the CDC.

Wendy Doromal: CDC guidelines specifically for schools.

Mark Richards: For schools on universal masking. 13 again, this is a combination where we agreed in certain areas. The district will develop a schedule for increase routine cleaning and disinfection. We obviously put back the words developed an increased but then you want it to strikethrough those other areas and where those things are yellow and stricken we are willing to accept your strikethrough if you will. So you'll have increase routine for cleaning and disinfection use of shared objects should be limited. We believe those two will cover it based on your representation at 13 that you're doing these things generally and in other protocols. We accepted some of your points in 13. 14 there's a match.

15 is a major change, if you will—all of the strikethroughs there we have accepted. You struck through everything; then you added words. Then we added this district will make all reasonable efforts to ensure CDC-recommended physical distance guidelines at all schools and worksites are observed. Appropriate signage will be distributed to and displayed in schools. That is a major attempt on our part to get to an MOU. We just want you to know that. You would put “physical distance will be observed where feasible, that was unacceptable to us. You accepted the appropriate signage will be distributed, but we had to put and displayed in. We have now come to the point where we're going to ask you to make all reasonable efforts to deal with the distancing. 16 you asked us to take out—another major move. If you'll agree to our 15 sentence with regards to all reasonable efforts on physical distancing coupled with appropriate signage distributed and actually put up and functionally displayed, then 16 we think would be covered by that. You said something about how you need flexibility not from a safety point of view but just by the real world of brick and mortar buildings and physical space challenges, and that was major movement towards your point. 17 you asked us to take out that sentence. The district will encourage and communicate safety practices, and then you asked to take out daily schedules, including transitions, including time would be allowed. We've agreed with you to take that sentence out, but we've added back in both parties acknowledge some special needs or teachers may need accommodation. We cannot leave our special needs teachers and particularly our special needs students behind. We want to emphasize that they may need accommodation that will fall into your lap, so we put that back in. 18 you took out completely its old language we cannot accept this

MOU without 18 employees may but will not be required to enforce students adherence to hygiene practices. We do not want to be creating situations of conflict between ourselves and our students, so we're all going to be a team in the village and do that. Paragraph 18 worked well in the old MOU; to our understanding, you took it out. We were disappointed in that, and we put it back in. 19 is a match. 20 you removed, and we need it back. It says the district will cover the cost of COVID-19 testing and medical costs for those who are not yet covered by insurance. We have someone on our screen and I won't say the name got COVID before the insurance kicked in. We want to save the planet. We want to get back to a healthy earth. In any way, we want people at home to be home who are sick. We want people to come and know there are masks. We want people to know that there will be social distancing wherever you can, you know per our language. We want people to know that if they don't have insurance because they just started, they can get tested or treated. All of those are not judging people all of those are about the earth and humankind coming together to fight arm in arm a virus it's that's beating us right now so we put 20 back in.

Maribel Rigsby: Mark, may I add something.

Mark Richard: Please do.

Maribel Rigsby: It is important for us, this one. You have a number of people that won't be cover in August and September. There's a lot of costs that come with getting sick with COVID. It's extremely expensive going to a Dr without coverage. It could cost you up to \$300, and you're not covered by it, without thinking about medication and other costs that come with it. There are people looking up that have an amazing support system, but there will be teachers that are not in that position. There has to be something that the district should be able to do for those employees who are without coverage from August to September if it is not possible to put them in the insurance right away because of the restriction of when the deductions are going to happen there has to be something that the district should be able to do for them. Thank you.

Mark Richard: Thank you, Maribel. Wendy, they were up to 21. You rejected our paragraph. We went back to our original paragraph. We believe the live stream instruction should be as we wrote it. It's not working and we need folks to concentrate on our students in class. We need to deal with our students not in class to have a legitimate way of doing that, but when you mix and match them, the evidence is clear. That's not that is not effective teaching and learning. Go ahead, Wendy.

Wendy Doromal: I think it follows our contract language. We don't have cameras in class and we can't be continually asked to do two jobs at once. Teachers are always helpful to students who are out and communicate with them, give them the work, the assignments, they make it up. We can not be held to teach in on-screen students and make sure you got the sound on or the camera on for those at home. Then we have a district who refused three times a supplement for those teachers who were teaching hybrid. If we allow any type of this, the district will claim, oh, there was a precedent 'cause you allowed it here. We need to make sure that our teachers are doing their job, focusing on their job, and advancing student learning as best they can.

Mark Richard: Wendy, at the same time, do you want to discuss 22? We put that back in. You said it's not eligible for funding. We want it in there just in case it does.

Wendy Doromal: It's not true either that it's not eligible. I know four different districts that gave supplements for hybrid teaching. Our district claimed it was not eligible for ESSER funding or federal funding, but it has been used, and it was not challenged as I said before we're going to make very clear going to the federal government directly to see how we what funds can be used for our bargaining rights, as far as the federal funds. As far as hybrid, in every way possible, the district has rejected proposals to make sure that teachers that do this impossible task are supplemented and has rejected it. We know it's not a good practice. It's a bad teaching practice. We don't want to be compromising professionalism, so that's why that's there.

James Preusser: Just a comment quick comment on that.

Wendy Doromal: OK

James Preusser: I just want to make a quick comment. The funding is about the student, not about the employee. It's not approved for student funding. That's what I'm saying.

Wendy Doromal: No, actually, you are misinterpreting. I did speak to some experts on that. What benefits the students sometimes is that you are using federal funding to hire you said 500 plus teachers, so that is no different from giving a supplement to teachers who do this. You can't use it in one place and not in another, and when there is need our teachers would step up, but they expect to be paid for that and to receive a supplement.

James Preusser: I'm not going to belabor the point but go ahead, keep going. We have a disagreement on that.

Mark Richard: By the way, we probably sent you the wrong draft on the right. We were going to keep the twenty-seven paragraphs with intentionally omitted. We'll send that afterward because our twenty-two should match up to your twenty-two, but it's irrelevant you'll figure it out and will send it to you afterward. For folks watching, the right side, because we took out a couple of paragraphs at the district's request, two of them 20 is the old 22 and is now 20. I'll continue 23 were putting back in you took it out. The duty day, including planning time, shall not be exceeded by the contract. You asked us to look at an arbitration award. I guess we are all on crack because we don't read it anywhere the way you read it. We believe we hope you're not telling people that there's some arbitration award that says, you know, demanding their duty day be extended because of the contract.

Wendy Doromal: I did want to say I read what you sent over, and that is not the interpretation. Maribel, you can correct and clarify there, but you miss interpreted that right there. You do not get to arbitrarily extend the duty day. What that arbitration said was no one told the teachers that they had to work over 7.5 hours.

James Preusser: On-site, keep going, and that's how I read it. So if you disagree with that I guess you can challenge the arbitrator.

Mark Richard: Keep it up, Jim. Everything is, you know, touché, touché. We're trying to come to you today.

James Preusser: I'm responding to that but go ahead. I'll be quiet. Let's keep going.

Mark Richard: It's never let's get there, let's work together, let's figure this out. All you wanna do is get the little buzzer and say touché. This is a school system; it isn't Disney, it isn't OK, and they got masks.

James Preusser: Who said it is Disney. I never said anything about Disney.

Mark Richard: They got masks over there. Even Mickey Mouse...

James Preusser: Go ahead, keep going through the proposal.

Mark Richard: Do not tell me to go ahead. Tell me when you're finished speaking.

James Preusser: Then don't say touché to me. Nobody is saying touché. If you're going to challenge me, hold on; if you're going to challenge me on something that I said, I have the right and the ability to respond.

Mark Richard: You have every right.

James Preusser: Thank you.

Mark Richard: And I will respond back. It is perceived by us I am going to use my words professionally. It is perceived by what this is an arm-wrestling match as opposed to an MOU for safety. There's a virus in the room you're in probably now. It's all around us; we can't see it and it's killing our churchgoers, our parishioners, our family, our loved ones, and if anybody should be the model, it should be the school board administration, the union, and our teachers. We want to be that model, so it's not about how long it takes to get in our but what somebody said it's what is the right thing for all of us to do. That's why Wendy in this team worked last night, and today Lucia, who's on maternity leave, went ahead and work through it, Maribel, to make movement because you challenged us to do that. That was fair, and we're doing it, but we did it with one beacon the safety of our children, the safety of the community, the safety of the staff, your safety.

James Preusser: Nobody's questioning that.

Mark Richard: Everything is about winning. Everything's about if you want to take it up if you want to do this, you can agree let's just make peace.

James Preusser: Nobody said that. I'm just simply responding. First and foremost, nobody said what your intentions are or what they're not. I'm sure and I know that your intentions are for the health and safety of the teachers; of course, they are, just like the school board and the Superintendent and this administration. The point I'm making is if you make a comment about something, are you making this statement, I'm going to respond. It's not touché it's just being put on the record and you know that so please proceed. I don't want to belabor with you; please proceed. Thank you.

Mark Richards: I am proceeding, but you don't get to tell me what proceeding looks like. All I want...

James Preusser: And you don't get to tell me when I can make a comment back. Thank you.

Mark Richards: I don't. You can make all the comments you want. Go ahead finish. A school board...

James Preusser: I already made my comments. Go ahead; I'll listen.

Mark Richards: Some members of the board, we don't know which ones. Some administrators, we're not sure who, but the buck ends with the Superintendent, decided to shrink by 66% the safety manual. Somebody in your school district decided today, even at the request of the union, that if things were urgent, you weren't going to change an arbitration schedule. Somebody at the district decided that while we agreed to almost all of the things in this deal this time around, we're going to cut them and take them out even though they were OK last year. The pandemic apparently is worst, at least in transmissibility and contagiousness of the virus, so all I'm saying is you can say those things, but we're watching feet, not lips we are unimpressed by news you can use or watching by lives that you can lose. We watch people's feet at the district; it's a constant desire to take away safety rights to take away, you know, a constant dialogue that we're having; you are taking out things you would agree to a year ago for safety reasons. The safety hasn't changed, the challenge hasn't changed, the protocols change a little bit, and we match the changing of the science. We don't make up the CDC. It's happening globally where people are doing these things, but we have to actually scratch and claw our way to argue with you about sharing items in a classroom. We have to claw our way into saying a teacher shouldn't have to move around if she's immunocompromised and is gonna be too close to students who now don't have to wear masks allegedly because of our executive branch. So it is very difficult to understand that we even have conflict over safety.

Wendy Doromal: I think it is disturbing your boxes on this counter-proposal. They are really concerning to me because already I don't believe this district bargains things in good faith. You push things up; you make it impossible. You won't give teachers only peace of mind any security in this terrible pandemic when we have governor giving orders in, other people not responding to what's happening. Then the school board you say here needs the ability to make changes, based on the authority, providing guidance, limit school board authority to pivot as changes occur. We bargain for a reason and if there is any pivot to do it should be at the bargaining table. We have a contract that provides a healthy and safe workplace, and we are going to enforce it like never before this year because you have challenged us to do that. You've made the job of teachers so difficult. I read just last night a district reached an agreement. It had extensive health and safety protections remaining from their previous MOU, so I don't know how you think these boxes are going to make us come to an agreement. It's like saying, " Here you go, union, we will do what we want, " which is how I perceived the district for the last two years. It's very offensive; your boxes were extremely offensive, and if anyone wants to read them, I posted this counter proposal on the CTA website.

James Preusser: That's fine. I want to respond to that, and that's fine. You're entitled to your position and your opinion; that's why it's bargaining. At the end of the day, the board does have the management right to make decisions to pivot to adopt and incorporate different protocols into the workplace that's inherent in what we do. Of course, there are some elements that need to be bargain. I understand that that's why we're sitting here at the table having this conversation. As

far as the annotations are concerned, that's OK; you don't have to like the annotations, but we put the annotations in there. There are things yes board policy ebba about masks #12 is absolutely the opposite of what the policy says. There are executive orders out there from the governor, yes specific to the student. I understand that those things all have to be taken into consideration so let's get through the rest of the proposal. I would like to hear the remaining items. We can disagree, but I would also like the opportunity to caucus at some point here so I can see where maybe we can move on some things or potentially come back with some more discussion to that.

Mark Richard: Jim, I appreciate your comment even though you said you would save them all to the end. We want you to ask them whenever you want. I want to say though is that is so completely disingenuous and let me tell you why. Let's just be friends. These things that you now claim you need responsibility you all signed off last time. What is stunning here is we came in and thought everything that we had bought through, work through the special magistrate when you want it, jointly picked, whose ruling was not binding. We all worked it out. Y'all were trying to say all the things we signed off, and your signature is on it; those were good enough for the safety crisis we were in six-eight months ago illustratively, and now they're not good enough. Now you say I need pivot, but I didn't need pivot back then. It just shows that what's guiding you all is the fear of losing control. You would rather be at the wheel and have your hands on the steering wheel even if you were impaired than turn it over to someone responsible. It is absolutely completely destabilizer that you're telling our bargaining unit and the parents that the things you signed off on in the last 12 months, I think it was December. The MOU was signed off on December to Aug; no longer will you sign off on what you kept your word on before and not because the law changed or the practice of science changed, or the best guest of the clinicians and the epidemiologists changed but because you want control. We don't trust you to have all that control, but we came together as partners, and we did really well, and we're suspicious why you're trying to pull the rug out, the safety rug out from our feet. We need you to get back to the place you were after the special magistrate where we were arm in arm, rolled up our sleeves to put the beacon's safety. I'll go to paragraph 20.

James Preusser: Hold on. First of all, we're still bargaining. You're acting as though the district has rejected your counter. You're still giving your counter-proposals. Let me hear the rest of the counter and let me caucus. That's how it works. You don't even know how I'm going to respond.

Mark Richard: I do.

James Preusser: No you do not.

Mark Richard: Alright, let's bet on it. All I know is we asked you all to bargain before Monday so teachers would have one small less pebble in their brain of concern and worry and fright, and they could spend more time on lesson plans and the excitement even in a pandemic of setting up a room if there can still be excitement. We know there is. We asked day and night if we could get this done so they could have it in their gate, and there's cadence when they walked into schools Monday. You said, well, I'll look at my calendar. You had a bunch of stuff, and you said, get me something so we can move this along. We worked all weekend, and we got it to you. I want everybody to know that.

James Preusser: I didn't say so we can move it along. I said so we can review it. You know, and you know absolutely for sure, you know with 100% certainty that the board has to review that information. So does the Superintendent. They've done that, and we came back with a counter now if we could please.

Wendy Doromal: Wait a second. I want to be very clear. Are you saying that the school board read your counter-proposal and approved that?

James Preusser: I'm saying that this information was presented to the Superintendent. Of course, the board saw it. You think I come to this table without the board seeing the proposal.

Wendy Doromal: So they approved that counter-proposal. I want every teacher to know.

James Preusser: Wendy, it's bargaining. OK. You just give me a counter. I also said to you, I appreciate the movement that you had on some of these proposals, but you need to finish with your proposal so that I can take it back and we can potentially continue to move.

Wendy Doromal: We are trying to but keep interrupting. You said you hold your comments till the end. Go Ahead, Mark.

James Preusser: I'll be quiet. Go ahead.

Mark Richard: Jim, what is also telling is that you all in the name of bargaining; what you might bargain at a hospital for CT rates if you're an insurance company but if somebody needs an emergency operation authorization because they're in a car accident the person on the line doesn't talk like you talk. Which is well, let's bargain it. What they say is you get the patient in and let them get the imaging scans so we can see if they have a brain bleed. You said you're married to a nurse, and you must know these things. What we're saying is nothing about the behavior of the district has taken this urgency seriously. The district waits every time to stretch it out, and the district waits every single time to go to the last minute and won't even agree on safety issues that it agreed before in a pandemic. So this is OK posturing in a normal kind of thing, but it's just not who you guys are. You have to be better than this. I would stay up all night tonight to get this done, so teachers do not have to be frightened. Parents don't have to stay up asking tonight should they send their kids to the great Orange School System, and it is a great system. What are we doing?

James Preusser: You are comparing a hematoma to bargaining and an MOU. Mark, please get through the proposal.

Mark Richard: I don't even know what you are talking about.

James Preusser: You just start a brain bleed. Ok. Just get through the proposal so we can simply caucus, and I can take it back.

Mark Richard: Are you going to be committed to finishing this today?

James Preusser: Mark, I'll sit here all night long if you're going to sign off on it tonight.

Mark Richard: I didn't say we signed off. I said you be committed to finishing.

James Preusser: I'll bargain all night long.

Mark Richard: OK, and you have the authority to sign tonight.

James Preusser: Mark, I will sit here all night long if it takes getting an agreement with the union.

Mark Richard: Do you have the authority? We are waiting to hear it.

James Preusser: I have to take this item back, and you know that.

Mark Richard: I know so do we, but all it takes is one phone call.

James Preusser: Of course, there has to be approval and authority. You know that.

Mark Richard: Can you get the approval and authority tonight?

James Preusser: Potentially, they haven't seen the proposal yet.

Mark Richard: Tell us, we will stay all night.

James Preusser: Why you don't let me caucus and take the proposal back.

Wendy Doromal: I don't understand why there's not someone at the bargaining table from the district side who has the authority to make a decision. I understood in bargaining rules and procedures that there's someone at the table who has authority; this is what confuses me too.

James Preusser: You know that there's always an authorizing party just like you're the authorizing party for Mark. Both of you are sitting at the table because you have your lawyers sitting here and that you're the authorizing party. You know the Superintendent and the board are the authorizing party. You see them in this room? They're not in this room, so I would have to take it back to the board and the Superintendent. I would have to take that back to the board and the Superintendent so they can review your counter-proposal. They haven't even seen it yet.

Wendy Doromal: I want to make this very clear to the public it's every school board member. I've been hearing from school board members they were informed by district leaders that they were not allowed to talk to the president of the union because impasse was declared. That is false. I'm sick of hearing that from some people, sick of getting a response in email. I can't talk to you, you declared impasse, and that is false. For any school board member listening, you can speak to me. I believe it is until the special magistrate and the districts make sure that they're not selected until the last day possible but until that special magistrate makes the recommendation. Is that correct, Mark? Correct me if I'm wrong. Stop saying that. I don't want to hear that again from school board members. They are allowed to speak to me, and in fact, even when I can't speak to them, any member of my bargaining unit may speak and communicate with them. It's that correct, Mark?

Mark Richard: Yeah, and to the district's credit, your legal team knows what the law says. We don't know who's telling what. Wendy is constantly being told by board members, we're sorry we've been told by legal that we can't. Your legal team, I hope, has never told them that they know what the law is.

James Preusser: You know that they didn't. They already confirmed it with you. John Palmerini spoke to you.

Wendy Doromal: I don't know that.

James Preusser: Hold on, I'm not speaking to you, Wendy. I'm sorry I'm speaking to Mark. He knows that John Palmerini already spoke to you, so please set the record straight he already told you what he informed board members.

Wendy Doromal: I want to set the record straight. I want the public to know what people have been telling the school board. Someone has been telling them, someone with authority, that they would say that to me. It needs to stop. I want in because you're saying you have to bring this back. That means I will need to communicate with people and tell them our side or why we have to protect every teacher and student. Delaying this has really stressed-out teachers. You should be trying to give your employees peace of mind when we're in the worst part of the pandemic we've ever seen. It makes no sense that you want to gut the manual and strip things out of MOU you already agreed on when the pandemic has escalated.

Mark Richard: One other thing to Wendy's points and will go on to paragraph 25. So on another issue, it just causes us great concern on the impasse we have over the contract as sad as that is. Everybody has so many days to get their selections in. We know there was an issue that you raised that got ruled on the next day. Fair enough, but we sent ours in right away. We struck our names and sent them in because unfortunately we can't cooperate. We're supposed to try to work it out together, but we have an understanding that we can't. We don't know this for sure, but history tells us you all wait till the last day. So instead of getting the names into PERC of who would be the magistrate so we can move things along, so teachers will know what, if any, remuneration they're going to get. Another issue is raised by the collective bargaining agreement. Everything is the last day. Every single thing is stretched out. Every single thing is no. Every single thing is, will get back to you. Help us fix that. It just isn't helpful—paragraph 25.

James Preusser: Hold on now, hold on, I know I know.

Mark Richard: You are going to tell me you already send it in.

Wendy Doromal: I want to hear that.

James Preusser: No, your blending main table impasse with impact bargaining on the MOU. I understand you are trying to theme things together, and that's fine. You can do that. Go ahead; you can theme things together. That's your opinion and your prerogative. My point is I would like to get through the MOU. The sooner I can get through the MOU and hear the rest of your counter, you're literally at the end here, but we haven't gotten through it. I would like to be quiet and let you finish so I can caucus and go back to the board and Superintendent. That's all I want to say. Thank you.

Mark Richard: I appreciate you rejecting but understanding it is a theme because and I'm not getting facetious. The same Freddy Krueger shows up every time we meet in the form of the way the district delays everything. 25 is bargaining employees will not be required to perform duties.

It was in the other one, and you rejected it, took it out of yours, and we put it back. In 26 classroom teachers will not be required to supervise students during period changes, and the time will be used to get ready for the health and safety of the next group. That was OK last time it came out; we would like to put it back in. We ask you to please look at that. 27 is important. Teachers will not be penalized for choosing to maintain 6 feet and will not be marked down in their evaluation for not walking around the classroom if doing so would violate the six feet. We can't have teachers laying up at night picking between an evaluation, upsetting a principal. We have some legal principles, too, and getting in trouble, it's too much. The water level of every teacher is right below their nostril. There's no more room for an extra drop of stress there's no more room for an extra drop of stress. Please hear us. Terms and conditions, you took all of that out, which we were surprised since it was in last time, but in any event, we put it back in with one exception. The parties will establish in writing best practices, and it talks about the CDC and changes of the pandemic severity, but you all had wanted to strike that last sentence the committee. We accept that part of your strikethrough, and then we added two things in duration. We decided to make it very clear that the memorandum shall commence from execution through May 27, but we heard you say things might change, so we put in a new sentence that mirrors somewhat what is in another MOU that just came out in the state. Both parties mutually agree they will revisit the agreement at the end of the first semester or earlier if conditions warrant. Any agreed-upon changes must be in writing and signed by both parties so that revisit does not affect the binding nature of the agreement or its duration, but it gives a window if the parties bilaterally and mutually want to change it should be in writing and signed. We hope that accommodates your concern about ending this on December 31 because of the changes in the landscape of the virus. We thought that was a good compromise, if you will, in terms of your position. That is our counter, and we will send you the other clean one where the paragraphs are omitted intentionally, so we stayed at the same original 27 paragraphs.

James Preusser: I think you sent them both to me. Maribel sent them both. That's fine—just one comment.

Mark Richard: Let me just do one thing. Wendy was going to come after me. Wendy, did you want to add anything else.

Wendy Doromal: No, I think we're good.

Mark Richard: Thank you for listening, Jim. Thank you.

James Preusser: No problem. I tried not to interrupt or intervene. I just needed to respond to some of those things.

Mark Richard: That's fair. That's very fair.

James Preusser: Just one comment, so the items that the union put back into the proposal that we originally strikethrough are those all non-starter items for the union, and you don't have to answer now. Maybe you want to look at him again.

Mark Richard: We're going to say is it's a package, and we've got to look at it as a package. Depending on what you come back in we want to tell you as an operational framework, there are two non-starters.

James Preusser: That's what I need to know.

Mark Richard: One non-starter is that this agreement has to be enforceable and must prevail. The other one is we've got to maintain some level of safety in accordance with the CDC. There has to be some guiding of the science here.

James Preusser: Just so that I understand, so the second paragraph in the MOU says it starts the COVID-19 health and safety procedure manual latest version. That paragraph that sentence that goes all the way down to the memorandum of understanding shall prevail that's a non-starter for you.

Wendy Doromal: Actually, paragraph one where it says that it will be for the school year.

James Preusser: So this is what I understand the non-starters are.

Mark Richard: There is no such thing as a non-starter.

Wendy Doromal: It does not make sense.

James Preusser: It does make sense. I'm just asking. Go ahead. Keep going. I won't interrupt.

Mark Richard: We need the whole full year. We need this thing to prevail. This is what the members are telling us is critical, and we listen to our members. As Wendy said beginning in paragraph 1, the whole mechanics of putting in safety protocols that you had in before are critical. They don't understand taking something out that you had signed before. They don't understand something that you can gut at will, and this doesn't prevail, and they want it for the full year. You can come back with us if you have things that you think make more sense from a safety point of view or operational point. We'll be happy to look at it, but if you're going to come back and say no matter what we sign, you can change it at will that our members are telling us is basically what's the point of having an MOU.

James Preusser: So that hence would equal a non-starter. That's why I ask the question.

Mark Richard: I don't know about that word but.

James Preusser: For you, I mean you just told me then why would you an MOU, so I'm asking so that I can understand so I can take the message back.

Mark Richard: Fair enough.

James Preusser: That's why I am asking.

Mark Richard: The members are saying it's critical absolutely.

James Preusser: Alright, very good. I don't have any more questions right now, but I do. I am going to need some time, so give me at least an hour to have some conversations, and then I'll get back to you to let you know how we can proceed, OK.

Mark Richard: Do you want to say 3:30?

James Preusser: That's fine.

Mark Richard: And you'll let us know if it's earlier or later.

James Preusser: Right, and if I can't come back to the table because we're still working 'cause we may take the full caucus time till the end of the day, I will certainly be back tomorrow.

Mark Richard: Well, if you have the authority or the ability to get authority.

James Preusser: I am going to try. Listen to me. If there's movement on this, I will sit here as long as it takes to get it done if we can make movement, OK.

Wendy Doromal: Actually, we make movement on this.

James Preusser: I didn't say you didn't, Wendy.

Wendy Doromal: Ok, I want to make sure that's very clear. We made movement.

James Preusser: I didn't say you didn't make movement. I appreciate your movement. That's all I'm saying. I just complimented you. Thank you. Alright, we're going to go ahead and caucus. Thank you.

To access the video, please click the link below.

<https://www.facebook.com/OCCTA7448/videos/334999394971624>

**** Caucus ****

James Preusser: Hello Wendy, Mark, CTA, we are back.

Wendy Doromal: Ok, hello.

Mark Richard: Hi Jim.

James Preusser: We have revised the proposal you sent us. Thank you for sending it to us. We're going to need some more time to review the proposal and potentially respond to it. I hope to have our response to you by tomorrow, or even you know right up until the meeting occurs because there were many changes that you reincorporated back into the proposal, but I will have a response for you tomorrow at bargaining, and I just need more time to review it with the Superintendent and others.

Mark Richard: Can we see it before the 1 o'clock meeting or you don't know?

James Preusser: I will try to get it to you before the 1 o'clock meeting.

Wendy Doromal: Ok, thank you.

James Preusser: I will try to get it to you so you can see it. But I will have a response for you tomorrow. There will not be a delay in our response. I will have a response for you tomorrow on your items, and we will give you an update then. Ok? I don't know anything else. Is there anything else you want to discuss?

Mark Richard: Wendy? Wendy, do we have anything else?

Wendy Doromal: I did have a question. Since school is starting next week, teachers are getting a lot of questions about how to sit, mask and unmask students. Some parents are already requesting that their mask students do not sit by and unmask students. How is the district handling that? Could a memo be sent out to all the teachers? Are we going to discuss that here? What's happening with that?

James Preusser: I can certainly get with Dr. Jenkins and Dr. Vasquez on that. That's the first time I am hearing that question, but happy to share that with them and the concern that you have.

Wendy Doromal: Yeah.

James Preusser: So you are hearing it from parents? From parents, you said?

Wendy Doromal: From parents asking teachers, you know.

James Preusser: Ok. Very good.

Wendy Doromal: Teachers are asking too. What are they going to do with masked and unmasked? How they do seating charts? Some parents are saying they don't want their masked child interacting with unmasked children. We need to have a response for that. That's a big concern.

James Preusser: OK. I will certainly...

Wendy Doromal: If you could also remember Ashley's law. You said you were going to get it to me last week if you could try to get that training.

James Preusser: I know you sent it to us this morning. We'll get your response today.

Mark Richard: That's great.

Wendy Doromal: I sent that last week.

James Preusser: Ok.

Wendy Doromal: Thank you.

James Preusser: I think you sent a reminder.

Wendy Doromal: Oh, ok.

James Preusser: Very good. We will be available tomorrow. We'll come back here to the union hall, and we will kick it off at one. If I can get it to you sooner, I will so you can look at it.

Wendy Doromal: That's helpful. Thank you so much.

Mark Richard: Thank you, Jim.

James Preusser: Maribel sent us the document, so we have it.

Mark Richard: Perfect. If you have any other information you need from us or questions, whatever let us know, and we will respond immediately.

James Preusser: Will do. Thank you for your time.

Wendy Doromal: Thank you, bye-bye.

James Preusser: Bye.

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**** End of Meeting ****

Appendix

A

**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.

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)~~ **seven (7)** 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 ~~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 any 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

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.

possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.

3. The District will update ~~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" ² 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-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 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.
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. Where possible, large scale meetings will be virtual.
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, 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, tThe 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 unless a face to face meeting is requested by the parents.
12. As recommended by the CDC, the District will require “universal masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status.” 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, tThe 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.~~

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. The district will make all reasonable efforts to ensure CDC recommended physical distancing guidelines at all schools and worksites are observed. Appropriate signage will be distributed to, and displayed in, schools.~~
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 ~~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.
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

August 03, 2021

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.

Both parties mutually agree they will revisit this agreement at the end of the first semester or earlier if conditions warrant. Any agreed upon changes must be in writing and signed by both parties.

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 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 opening 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 seven (7) days for input prior to any amendment to the Health and Safety Procedures Manual.

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 any Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.
2. In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols,

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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
5. If a fully vaccinated or approved reasonable accommodation employee is sent home due to COVID-19 related circumstances, he/she will be placed on Paid Medical Relief of Duty for the time prescribed by the FDOH Orange County. Once employees have exhausted all leave, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

6. [intentionally left blank]
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.

Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

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.

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, unless a face to face meeting is requested by the parents.
12. As recommended by the CDC, the District will require “universal masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status.”

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. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.
14. Teachers will be allowed to have air purifiers in their classrooms or offices.
15. The district will make all reasonable efforts to ensure CDC recommended physical distancing guidelines at all schools and worksites are observed. Appropriate signage will be distributed to, and displayed in, schools.
16. [Intentionally Left Blank]
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. 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. [Intentionally Left Blank]
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.

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

August 03, 2021

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

Both parties mutually agree they will revisit this agreement at the end of the first semester or earlier if conditions warrant. Any agreed upon changes must be in writing and signed by both parties.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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