

**OCCTA Bargaining  
08/04/2021  
Minutes**

**Location**

OCCTA Building / Zoom

**Attendance**

OCCTA		OCPS
Wendy Doromal	Clinton McCracken	James Preusser
Mark Richard	Farrah Hawkins	Ian Gesundheit
Laketa Jimenez	Ladara Royal	LeighAnn Blackmore
Albert Davies	Daphne Lewis	Scott Lindsey
Matthew Hazel	Megan Oates	Robert Bixler
Maribel Rigsby	Mary-Grace Surrena	

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## Minutes

**James Preusser:** Good afternoon, Wendy.

**Wendy Doromal:** Good afternoon.

**James Preusser:** I think, Maribel, are you here? Maribel is in the room, and my team is in the room. I wanted to start off with some comments, if you don't mind, and then we'll go.

**Wendy Doromal:** Ok, then I'll do mine if that's okay.

**James Preusser:** Sure. So, I had reached out to Wendy this morning in regards to an announcement by the superintendent. And I just wanted to reiterate that announcement here at the table regarding facemask. The superintendent under the authority delegated authority of the school board in the policy as it relates to face coverings is going to be making face masks mandatory for all OCPS employees, while inside our facilities or vehicles, or if you're in the presence of another individual, she's going to make that mandate effective this Friday, I guess the six. For the next 30 days. In addition to employees, all visitors entering buildings, including volunteers, vendors, parents, guardians, etc., also be required to wear a mask. And then, at some time before the 30 day period expires, she's going to make or complete another assessment to determine if she's going to extend the requirement. So, there were some other elements included in that communication. She talked about vaccines. She spoke about bus travel. Bus drivers, students, being on the bus, and potentially parents, utilizing their own vehicle if possible to transport children. She gave an overview, obviously, of the pandemic in her announcement. So I just wanted to reiterate that I know we spoke about it, Wendy, and we sent you the information this morning, but I want to reiterate it here at the table.

**Wendy Doromal:** Thank you. I think that's a first step. I have been flooded since that announcement with questions from teachers saying, please ask if they could make it effective now. Teachers are worried about going to meet the teacher, as I said before. They've asked for them to be virtual. Of course, last year, they were virtual, and there were many less cases than there are now. So they did ask me to ask the district to please make it effective immediately, so they can have meet the teacher with some peace of mind and masks.

**James Preusser:** Okay, that's the first request to that, so I can certainly speak to the superintendent about that during caucus, happy to do that.

**Wendy Doromal:** All right. I have a statement (see appendix A), and I'm going to share it.

**James Preusser:** That's fine.

**Wendy Doromal:** Can you see it?

**James Preusser:** Yes, I can.

**Wendy Doromal:** Alright, so I just want to say, as a former service learning and social justice teacher, I taught students how to distinguish fact from fiction, determine whether the news was accurate or fake. Evaluate the legitimacy of arguments and understand common tactics used to mislead and win arguments. Bargaining with the district has become an exercise in dissecting fact from fiction as logic and facts are often blurred by arguments that employ the straw man, slippery slope, red herring, and other tactics that deflect from the truth. It is important that when we bargain teachers working conditions, which we all know, are also students' learning conditions, that we do so with honesty and facts. Let's review the facts related to the current community COVID-19 status in Orange County in Florida and review the recommendations from experts that tell us how to safely reopen K to 12 schools. Last year when schools reopened, more precautions were taken to protect employees and students than are being taken this year, even though this year we are seeing the most COVID-19 cases and hospitalizations in our county and in Florida than ever recorded since the pandemic began. Last year, on August 3, there were 4,752 new COVID cases reported in Florida. This year we're up to 50,997 as you can see from this chart. We asked today. Why would the Orange County public schools want to eliminate essential preventive protections like the ones the district removed from the COVID-19 health and safety procedures manual protections, such as those struck through in the district's counter-proposal. Florida Governor has ordered that masks be optional in K to 12 schools. It's obvious to us that this is a politically motivated move that risks the health and safety of students and teachers. Below is a Facebook exchange between Florida Rep. Randy Fine (who supported the order) and a concerned parent who's worried about masks being optional and her child's safety. He assures her that since she is worried. There will be no masks mandates and public schools, he will help her child enroll in a private school, where there are masks mandates. What have our school board members and district leaders done to challenge the public versus private school requirements regarding masks? We certainly encourage every teacher and parent to request an explanation. So here you can see, Representative Randy Fine is telling the parent should you qualify for a voucher (most do), my office would be happy to assist you with getting a voucher to attend a private school that has chosen to require masks. And then yesterday, our president, President Biden, singled out Texas, and Florida, calling out the governors by name and saying, "Worst of all, some state officials are passing laws or signing orders that forbid people from doing the right thing. As of now, seven states not only ban masks mandate but also ban them in their school districts, even for young children who cannot get vaccinated. What are we doing?" asked Biden. "COVID-19 is a national challenge, and we have come together, all of us as a country, to solve it. Use your power to save lives", he concluded. Today at the bargaining table, let's come together and use our power to save lives, rather than proceeding with typical negotiations, where the district leaders propose shortcuts and weak arguments in an attempt to flex their autocratic muscle. Fact: COVID-19 cases and hospitalizations are increasing for our young children FOX 35 Orlando reported yesterday. Dr. Jason Salemi, an epidemiologist who works at the University of South Florida, said the number of children hospitalized for COVID in Florida is six times what it was just five weeks ago. "That puts it in perspective that we're seeing as many cases in children younger than 12 as we did in the entire

state, just six weeks ago.” Five weeks ago, he said six kids a day were hospitalized for COVID in Florida. Now we're averaging 35. Channel Nine News reported yesterday, “One week before school starts in Orange County, more than 30 children in the area are hospitalized and many more sick with COVID 19. Overall in Orange County, 37 kids ages zero to four are positive for COVID-19; 113, 5 to 14 are infected, and 193 have the virus in the 15 to 24 age group. Of those, Orlando Health has five kids admitted to the hospital, including one in the ICU. Nemours has eight children hospitalized with the virus, one in the ICU, and Advent Health has 20 kids hospitalized. While we are negotiating the working conditions of teachers, we must always keep in mind that children's learning conditions and teachers working conditions cannot be separated. With masks being optional for children and no child under the age of 12 eligible for a vaccine, we have to ensure that every other possible protective measure is adopted and followed - 3-foot spacing were possible; plans for limiting crowding at mealtime in cafeteria hallway passing and arrival and departure, virtual meetings, stepped up schedules for cleaning and disinfecting common areas and classrooms protective clinic procedures and others. Let's not strike out even one protection that could prevent illness or death. The CDC, the American Academy of Pediatrics, and physicians who are members of the Orange County School Board's own medical advisory committee all state that masks should be mandatory in schools this year. We applaud the superintendent and school board for making the decision to make masks mandatory for every OCPS employee and visitor for at least 30 days. It's a good first step. However, we know that children contract and spread COVID-19, and medical experts are recommending masks for all employees, students, and visitors. And the CDC update, and I'm not going to read all of this, but you should know it recommends universal indoor masking for teachers, staff, students, and visitors. Children should return to full-time in-person learning this fall with layer prevention strategies in place. Those are the ones that the district struck off. Additional recommendations from CDC, at least three feet of physical distance between students within their classrooms, combined with indoor mask-wearing by people who are not fully vaccinated. Where possible, maintain physical distance of three feet, screening, testing, ventilation, hand washing, respiratory, etiquette. Students and teachers, and staff stay home if they have infections. So it says, and it stressed that in schools where children under 12 who are not eligible for vaccination, there must be multiple prevention strategies use together consistently to protect everyone. And then, the American Academy of Pediatrics mirrors the recommendations of the CDC. Last year, when the cases were lower than they are now, we had mask mandates for everyone. We had established guidelines for social distancing. We allowed virtual meetings, no home visitation, and other protections that are gone this year. Knowing that over 200,000 students return to face-to-face classes, we have a duty to establish and maintain safe and healthful working and learning conditions. When negotiating health and safety protocols today, we must not ignore the recommendations of health experts or minimize the threat of the virus, which would put employees and students at serious risks. Thank you.

**James Preusser:** Thank you, Wendy. What we would like to do now is, first and foremost, can you send that to me when you have an opportunity. You don't have to do it now, but when you have an opportunity, if you could send me that statement, I'd appreciate it.

**Wendy Doromal:** I'll post it on our website, and I'll send it.

**James Preusser:** Okay, you don't have to do it now, at some point. Thank you. What we'd like to do is based on your package proposal that you presented yesterday. We wanted to provide our response (See appendix B). We did send it to you about 45 minutes ago. But we'd like to walk you through it. To give you our position on the proposal that you presented yesterday. We do have some movement on some things. Let me explain kind of the setup of the document. We do have annotations back in the document. We have highlighted things in green where we have an agreement. In some cases, there might be a full agreement on something, and in other cases, there might be a partial agreement. We've annotated those areas in the document itself. Where you reinserted language that we disagree with, we stuck to that language, and where we had language that you struck through that, we think needed needs to stay. We've re-added that language back in, and that would be bolded and underlined. So those are the those are the different elements of the document. So I'm going to go ahead and start. So in the first paragraph. These are small changes. August is the reopening. But we cannot agree to this MOU through the end of the year. We're fine with it ending in December. And again, the commentary that I gave last time was that we need the flexibility to be able to pivot and change best as the virus changes. We don't know what's going to happen in the next five to six months. And so agreeing to an MOU for an entire year, puts us in a position where we could be hamstrung with something that may not allow us to change and make decisions accordingly. The second paragraph, we have an issue, and this is something that Mark you alluded to a couple of times. We have an issue with the MOU overriding the health and safety procedures manual. The MOU prevailing the health and safety procedures manual. And again, there are things, and I'll use the example today that the superintendent used, and we will get into as well. When we speak about the mask mandate, the superintendent, based on the policy EBBA and the masks, made the decision to implement a masks mandate for all employees, visitors, guests, guardians, etc. For the next 30 days, with the opportunity to reassess that right before that 30 day period expires. That's a perfect example of the district and the Board being able to make changes. If the MOU prevailed over the health and safety procedures manual or anything outlined in this agreement, we would not be able to do that. We would be hamstrung with that. We could not make that change. We have an issue with that. And it really is eroding our management, right, to be able to run the district, so for us, we cannot agree to that. And also, what I would say here is there are other examples, and I use this last time where the DOH has made a change. So the example I gave the last time, and I'll say it again, is when people were being put out on quarantine. The first set of days, the number of days they used was 14, and then it moved down to 10. So, that also changed. We've modified some of the language in our proposals to reflect that. As an example, but this particular proposal MOU prevailing over the health and safety procedures manual. That's a non-starter for us. That's not something we can't agree to. If we go to the end of that same paragraph, we did change the number of days to five. And the other language at the bottom, I think, was already struck through. So we're in agreement with that. Under number one health and safety, we can agree to industry guidance and best practices. We believe the way we've written the language here allows us to again have some flexibility with respect to what local health officials are saying. And as appropriate to both not only the state but also Orange County and the CDC, yes, of course, they provide recommendations on things, those recommendations change, but at times, the local health officials have a different recommendation, or what they're providing to us differs from the

CDC. So the way we've written the language reflects and respects you know both of those, both those areas both the CDC and local health officials, relevant to the Department of Health. I know you added language down at the bottom that said any executive or emergency order. We could not agree to that because then it says any that would conflict with the current executive order from the governor on the mask mandate, which is the law right now. We cannot, we cannot agree to that. So we did strike through that. At the very end, we don't have an issue with the Union taking legal action against an emergency order, an executive order. I know you've done that in the past. I mean, that's your prerogative. We don't have a dog in that hunt relevant to you doing that, and that's your right, obviously. Number two, you know, had some discussion with leadership about this. And the issue that we have with this is, we've had a lot of complaints from parents about not being able to come on to the premises, and also it restricts the ability for tutors, I use that as an example, the last time. It restricts mentors, mentors, coaches, the PTA from coming on to the property or coming on to a school site. So, this is not something we can agree to. Obviously, we had some discussion a few minutes ago, and my communication with you, Wendy, about what the superintendent is implementing around these folks, visitors, volunteers, etc. Having a mandatory mask for the next 30 days, we believe that that does mitigate or offer some mitigation relevant to your concern under number two. But we can't agree to in totality. Number three, we're fine with the word update, but we did add in language that says the district will keep employees and the community informed via the COVID-19 dashboard. We think that's sufficient. The dashboard is available to all. It can pull it up on the website. They can look at the information. We also have frequently asked questions relevant to the dashboard, and we do know that the community, employees, parents, etc., and the Union, look at that information. A through, scroll up just a little bit. I think it's A through H. That's not something we can agree to because we believe we've already adopted that. We believe that those are protocols that we've already put into place. I had mentioned that the last time. I know that you had indicated that that was something that you had to have. However, we believe that these items have been implemented already throughout the district, and we have plans in place by a line of business-specific to these areas. Next, so number four, I think we're in complete agreement with number four. That's why it's completely in green. number five have a complete agreement. And I think number five is a big deal, and let me let me explain it, and I'm sure you would agree with us, but we've got it. And the Board has gotten several 100 emails about employees being paid for medical relief of duty, specifically as it relates to being out for quarantine or being out for the COVID-19 illness itself. This provision in the agreement would allow for paid medical relief of duty, so let me give you an example. There could be an employee who gets quarantine, right, and they return to work. Again, specific to being fully vaccinated, so this is, let's use the example related to language: a fully vaccinated employee who gets quarantine comes back to work. Three weeks later, they tested positive for COVID-19. They would be paid for that time. There is no specific limit to that. It's not prescribed, obviously in this provision, and the DOH would determine the time necessary for the employee to be out. So we think that this is a big deal for the teachers, so the teachers that are listening. Those that have emailed the board members, those that have emailed the superintendent, those have emailed me in fact, I responded to emails this morning and let the teachers know that this is on the table and that we were still bargaining. So this I think this is a big deal, we're in agreement with this, I know the Union's in agreement with this. Six, we can agree to strike through that. That's fine. Seven. We're going to leave the language in here so we

can agree to this, but just know, and I've already put it on the record a couple of times, we have no intent to provide employees with a waiver we never have. But we'll leave it in there. And we don't have a problem with it staying. Number eight. You know, again, I know you put this back in here that any and all. We think we still think that's too restrictive. You know, and I know the Union has said we don't like the verbiage where possible. But we do have to have some flexibility around our meetings, and when we have large-scale meetings, and where it's possible, we will ensure that those are virtual. So we went back to our original position. Next, nine, we did say partially agree, but I would say three-quarters of this we can agree to keep scrolling down. Thank you, LeighAnn. This, this piece here. You know we have some concerns about this. We know that the social and emotional well-being of our students is critical. We know that a lot of our students require it. They absolutely required to meet face to face, to speak to our psychologists, social workers, counselors Dean's and in conversation with leadership about this. We felt like this was restricting us from having the student have the opportunity to meet with those individuals face to face. And, you know, the way the language is written, it says, If it can't be maintained and the meeting can't happen. So, we're happy to agree to the language that says the district will provide Plexiglas barriers and their offices in the event that a student meeting must be conducted. We have no problem with that, but we do know that in many circumstances, the student needs to be face to face. They need the ability to speak to somebody, look someone in the eye and listen to what they're saying, listen, empathize and provide solutions. They need that face-to-face conversation. It cannot be done virtually. So with respect to that. We can't agree to the language we struck through, but we can agree to that first sentence. And so I think we have an agreement with that. Ten is also some of the same conversation. I want to just point out Mark said the last time that we wouldn't let a GrubHub person into our house for food. We're not saying that these individuals need to come into the house. In fact, I remember very distinctly, last year, our conversation was, it could be a knock on the door, and the person stays outside, checking on the well-being of a student and checking on the well-being of their situation. We're not saying that you have to go inside and sit on the sofa. We're not saying that. What we're saying is that this potentially could also impact a student very directly. If there is an inability to go and conduct a home visit, so we cannot agree to that language. Keep going. Eleven, we feel like we can agree to put the language back in. And we added on. Originally, it did say where feasible, and the original agreement between the parties you guys change language to say unless the face-to-face meeting requested by the parents. We don't want the onus to be on the parent. We don't want the parent to have to say to a school principal, social worker, psychologist, I request, face-to-face meeting. We would rather that the parent, if a virtual or conference call is needed or necessary, or that discussion happens between the parent, social workers, psychologists, counselor Dean behavior specialists, etc. But the parent agrees to that. So the language we put in is if agreed to by the parents slash guardian. So, again we don't want; I mean, some parents may not know they have to request it, so we don't think that language needs to be there. We think that the onus should be on the school and the employee to say, listen, can we conduct the called virtual, are you okay with that, can we conduct a call through a conference call by phone, are you okay with that, if they agreed to it, that's fine. We have no problem with that. Twelve the way the language is written by the Union, it's a non-starter for us in two ways. One, and I mentioned this before this. First, it violates the school board policy, And I think you can certainly see by the superintendent, the Board's actions that the

superintendent certainly understands what's going on right now with respect to the pandemic and has made the decision to implement masks and make it mandatory for 30 days, reassess and go from there. And not only for employees. Right, but also for visitors, guardians, vendors, that's also in place, and that was also announced this morning. But the other part of the proposal is that you're also indicating that students have to be mandated with masks, and that's not something we can agree to. It violates the executive order by the governor. And that language is very clear, and I do know that other districts. In fact, Broward which is a district that you speak about quite often. Broward actually made an announcement that while they originally came forth and said they would make masks mandated or mandate masks for students. They've now come back and said, no, we will comply with the Governor's executive order, so that's we're in the same place. We're going to comply with the Governor's Executive Order, not be mandating masks for students. However, we will be encouraging them to wear masks. The superintendent did speak to that this morning as well. That was in her communication. The KN95 again, we can't guarantee KN95 masks. Masks, yes, but that specific mask we cannot guarantee. Thirteen, I think we're fine with we can partially agree to language. You know some of the elements in here the district will schedule routine cleaning and disinfection, as I stated the other day, that's already part of the plan that custodial has in place. So that's something that they'll be doing regularly. We're okay with the language that you, I think, agreed to strike through at the bottom, and the rest of the language in the middle is fine. Fourteen, obviously, there were no changes to fourteen. Fifteen we can partially agree to the language, you actually proposed language has said the district will make all reasonable efforts to ensure and you said CDC recommended again. I have to look at the totality of not only the CDC, the district has to look at that, but also local health officials, what is the Department of Health, saying, what is Orange County Department of Health, saying, What is going on in the state of Florida. So we have to look at the totality of everything, all advice, and counsel, as it relates to that. So we did strike through that, but the rest of the language we were fine with what we did add is where feasible. I know Wendy doesn't like that language. But there are other sections in this agreement that the Union has already agreed to where it says, where possible, where feasible. And in fact, many of the items that the magistrate recommended that were agreed to between the parties last go around, say, say, where feasible, where possible, and then of course we can agree to appropriate signage will be distributed to and displayed in school. That was a proposal that you added. We're in agreement with that. Sixteen you struck through, we're in agreement with that we had originally struck through. Seventeen the language at the end we don't think needs to be in there, the parties agree some special needs students or teachers may need accommodation. We think that's a given that, obviously, students and our teachers may need accommodation. When you say teachers, I guess maybe I need to understand a little bit more about that specific to number 17. Because 17 speaks to, really, the health and safety practices and protocols that are already in place or will be communicated to students and embedded in the routine. So, the way it's written, we think, is broad enough to cover all elements of that discussion. I still think that number 18; I know that you said you had concerns about 18 because you felt as though 18 was punitive. I don't know if you use that word exactly, but I'll use it, punitive against teachers, and that teachers may essentially be pulled into professional standards. We have no intention of doing that, obviously, if there's something that requires us to pull in someone to professional standards, where there's gross misconduct, things of that nature, obviously, there may be an investigation, and you've already



highlighted that or identify that unless the employee is grossly negligent, so I don't think the language needs to be in the MOU. You may disagree, and that's fine. But we think that 17 covers both 17 and 18, even though you have an element in there about negligence. Nineteen, we are in complete agreement. No changes were made by either party. Twenty, I know you came back to this and said, We think you need to agree to this because you agreed to it last time. Again, it puts the district in a bind because we cannot limit the coverage. It would have to be expanded to the entire employee base. So any new employee would need to be covered immediately, and that's not something that we do. In fact, when I started with the company, I had to wait 59 days. And while I can certainly understand your position as it relates to COVID testing, etc. That's not something that we can agree to right now because, again, it is more it there is a larger impact a broader impact on the entire employee base. 21 we put our language back in there, we don't. I guess I would just say I don't understand why the Union is opposed to this language. Again, it's voluntary. A teacher would grant listen-only. We're not saying that the teacher, Wendy, I think, made the comment that we're not going to have teachers do a hybrid again. We're not saying that the teacher would be doing hybrid. We're saying that if students simply want to hear a lecture or a student wants to hear what's being discussed in the class, it doesn't mean that the student is responding. It means that the student is just listening in. So there's no onus on the teacher to have to, similar to how it happened last year with hybrid, the teacher does not have to ensure or follow what the student is doing. Again, the student is only listening to the lecture, and the student is not participating in q&a. The student is not raising their hand to validate or understand what the lesson is about. The student is simply listening in to understand what's going on in class. 22, we don't think hybrid instruction is not permitted. We don't think that needs to be in here. First of all, hybrid instruction is not it's not even funded. And if, if there were going to be any type of hybrid instruction, first and foremost, the state would have to approve it. Second, we would have to inform the Union that was going to happen. And third, there would be some form of effects bargaining. So as it pertains to our discussion now, we're here in the now. There is no hybrid instruction, so there's no need for it to be in this MOU. That's our position. 23 I know we have a discussion about this already on the arbitration award. I think maybe you think I misinterpret the arbitration award, and that's okay. I just want to say that there's language already in the contract that speaks to the duty day. We don't think it needs to be in the MOU, and there are several areas in the contract that you have inserted into the MOU. And we don't believe that it needs to be in. A perfect example would be number 24. You struck through number 24 because it's in the contract. So we're not in agreement with 23 being in this MOU. 24, of course, we agree to because we did strike it through, and we think it's already outlined in the collective bargaining agreement. 25 is, again, I think it's a normal and inherent management right. It's outlined in Florida Statute 447.209. We don't think it belongs in the MOU. 26 is already in the contract, as I mentioned earlier about 23 and 24. We don't agree with that language being in here. 27, we talked about this a little bit. I think Mark alluded to yesterday or the day before that you don't want teachers having to narrowly walk through a classroom or get too close to a student. I think our thought process here is that we certainly understand that teachers want to maintain social distancing as best as possible and keep their distance where they can. But what we also need to understand is the situation as it relates to last year, agreed to.

**Mark Richard:** Jim, if you can hear us, you're frozen. Albert, you can hear me, right?

**Wendy Doromal:** I can hear you, Mark, but Jim is frozen.

**James Preusser:** Sorry about that. Are you there still?

**Mark Richard:** Yeah, we are.

**James Preusser:** Can you guys hear me?

**Matthew Hazel:** Yes.

**James Preusser:** Can you guys hear me, ok?

**Mark Richard:** Yes

**James Preusser:** Sorry. My computer is just; I don't know what happened. Anyway, I left off in number 27. We believe that, and hopefully, you heard the portion where I was speaking about area superintendents and principals that, you know, they need care, and compassion, while conducting evaluations, and we believe they should not be holding it against teachers when they're in the classroom conducting an evaluation if they're unable to navigate throughout the room. That is, that is really our position on that. We don't think it belongs in the MOU. We would not use it in a punitive way against the teacher. Last but not least, under the terms. Two more things under the terms and conditions. Our position is the same. Yes, we could partially agree because the last time, we both struck through. But we believe that the language the way it's written would essentially force management force the district to have to come back to the table every time there would be change. We don't agree with that we think that there are some things that are again and I put the language. Mark should recognize this. We preserve and retain our normal inherent rights, our management rights with respect to the business, and respect to the district and how it operates. So we think that, again, this is also in alignment with the MOU. The fact that the Union's position is that the MOU would basically prevail over any health and safety procedures manual, we don't agree with that. We can't agree with the language the way is written. The rest of the language we're fine with except for, at the very end. I mentioned this in the very beginning. We cannot agree to the MOU expiring on May 27, 2022. The reason we struck out that language at the end is because the language at the end, incorporated has to do with the May 27, 2022 expiration date is no longer applicable to the December 31, 2021 expiration date. That's all I have at this point. I apologize. Hopefully, you heard me after number 27.

**Wendy Doromal:** Well, thank you. Of course, we're going to go to caucus. It's very disappointing. What you struck through, it shows a lack of concern for your employees and students. I just want to say you did say a few things I do need to comment, such as the superintendent strongly urges that students wear masks. Well, I don't believe that because I look at the COVID-19 safety and health procedures manual, and there's picture after picture of children

without masks, and if she was strongly urging it, they won't be on there, and I see on the OCPS social media. Welcome back to school, and pictures of children without masks so strongly urges would mean you have one uniform messaging you don't. That's why we need things spelled out the same way. The other thing is that you, you're, you don't want to move it to, to a reasonable time like every other district that I've seen their MOU does till the end of the school year, because, oh my gosh, you might have to negotiate with the Union. That's the reason. Because when if you bargain in good faith and COVID cases went down, of course, we would say, we don't need that anymore. So you just want control. Control. Control. Control. You have a reputation as being the nastiest and the most autocratic district in the state and earn it. I know Mark wanted to say a couple of things before we caucus.

**Mark Richard:** Yeah, a couple of things. I really hope everyone watching understands what was just said because it was an enormous amount of disingenuous, double talk. Probably, I'm going to guess, but maybe as much as 70, 80% a large number of the things the district cross through, sir, were things you agreed to previously, you went over item by item by item I have in front of me want the world to see it. December 8, 2020, an agreement of nine pages, signed on December 8, signed by both parties. And most of the things that were missed, either the district just crossed out are in here, and they accepted. Accepted, and then they started saying they had problems with it. For example, the very last thing. Was it you could never agree to this and it says the parties agree to further establish in writing best practices and mechanism blah blah blah. The very last thing you talked about is right here with your signature. And then we did another summer MOU. You are going to let me finish.

**Wendy Doromal:** You're not going to interrupt. Go ahead, Mark.

**James Preusser:** I didn't say anything to you. Go ahead.

**Mark Richard:** All the signatures, that's the district, approved by the Board approved by the superintendent, MOU for summer. And in these two documents. In these two documents are dozens and dozens and dozens and dozens and sentences and hundreds of important words that they've now in this document stricken stricken stricken stricken stricken. So the first thing we want to say is that it is remarkable that a district in a health pandemic would have agreed to things for over a year and never told us they had problems. And now strike through them to diminish the level of safety. So let's take a look at a few things, December versus May. We're not doing this. You're not doing this because you're worried that things will change. We put a sentence in from Pasco model after Pasco that says, we'll revisit this as the science changes or the infection changes, but you all know that if we go to, you know impasse with the parties go to impasse, and you've already said things are a non-starter, so we know what you're thinking. But it takes months to get a resolution from a magistrate. We offered to skip that because it's safety. You won't do it. And then it takes more time, most likely, to get to the school board between now and December, so you will have stretched this out past December and have no ability to get a new agreement. Let's go on to other things, so critical in these other two documents that you signed last time that superintendent Jenkins approved last time that the school board was okay last time, Because it was safety, and we cared about each other. And you said we were going to do this arm and arm in an unprecedented pandemic is an entire section of words you stricken out about which prevails. So

hear us. Everyone needs to understand. Last time when we wrote this, we wanted to make sure that they couldn't just rip it up the next day, go to the manual, gutted, and change it. And they understood that and agreed that this agreement would prevail over anything else. Otherwise, we have nothing. And they understood it, and twice if not three times, I only have two in front of me. That was okay. If we signed the way you put it forward, you can go to the manual and change every single thing in here and change it. Now, those two paragraphs were critical and agreed upon by the district. And now the district, as the pandemic is getting worse, is trying to act reasonable and saying, but we won't have them in the new agreement. Let me proceed on. Amazing. So whatever happens in this MOU, it could be Charmin toilet paper, because you can flush it at any time, because you've taken out the one protection for teachers, teachers, and social workers that says if you vote this in, and we come to an agreement this will be honored. You're saying for the first time ever that despite what we did at least twice before, you're not willing to honor what was there under this idea of flexibility. This isn't an exercise for Harry Houdini and flexibility. This is about safety. And stakeholders come together and make agreements. And then I want to just hit a few more highlights, and I will be done, but I think it's critical for everyone to understand how incredibly disingenuous the response is. So we told you something was critical from our members in terms of this having the ability to be maintained, enforced, not gutted. You came back today, and the word was, it's a non-starter, we will not agree, someone wrote it down to one, a document with this in here. Something you've agreed to for almost a year. Okay, now you won't do it. We hear you. Now, the CDC, you've stricken through the CDC you left in the recommendations. But now, even though last time you were willing to look at their considerations. And you used to say, I follow the CDC unless they're in conflict with other laws, and we were okay with that last time, now you don't even do that in paragraph one. In paragraph two, you pretend it's so sad that we would want to keep important people out of the school. No, we're in a life-threatening pandemic. We should limit to all non-essential school site visitors. That's it. We can agree that maybe someone's essential a parent picking some kid, a child who's having a crisis of course, at that moment, they would be essential. You struck through it even though last time you agreed to it. Paragraph three, you struck through sending people home who are symptomatic, informing the Union, cleaning areas, preparing targeted schools for closure, all the things you agreed last time you struck and said, but they're in the manual, but you can change the manual, at any time. Your teachers are smart. They're not fools. They know that if you can change anything at any time. And you've gone back on a year's practice, and every commitment you made in March and December, you're taking back now. They're a pretty smart group of educators, teachers and counselors, and librarians. So paragraph three all these stricken things here, they were okay with last time, and now they're all stricken, and they say, Oh, we are going to put it in the manual, and then we say, and who gets to change the manual, they did and how much change that they made, I believe they cut more than half of the manual. I think it went down by 40 or 60 pages. They went through this thing right here. This is the greatest weapon at the orange schools, the keyboard, they just get on it, and they think this is the only thing that stands between them and a public school, they this is the public school, not Dr. Jenkins schools, it's all of our schools, and they just type away, and they keyboard away, and they change it all. And so last time, twice, we had an agreement that couldn't happen. So let me go on more quickly. Then we had one in paragraph eight that you agreed to last time about virtually attending PLCs and IEP. And you've limited it to just quote, where possible, large

scale meetings will be virtual this pandemic is killing people. We're asking you to use language we've agreed upon that says certain meetings should take place virtually. The whole world has tried to figure the balance out kids come first. We're going to be safe. We come back to school. We go into the bathrooms. We go into the hallways. This is an incredible School District. We know that certain things are going to have to happen face to face. And we showed up last August, and we were there the whole year. But now, when we asked you to try to limit the number of planning sessions, IEP, sometimes there are administrative meetings, that no offense, are jibberish. We could have sent a memo out, and we're causing people to breathe in each other's aerosol because you refuse to use language you used once before. It doesn't make any sense, Jim. It does not. And then the home visits. They struck through them again. Bargaining Units will not be required to conduct home visits, and it's unbelievable that you would literally deal with things completely differently now than before. And I find it fascinating. Here's one they struck through social workers, counselors, and deans, shall not be required to meet face to face in their office, with more than one student, so one student can be there. If the six feet can't be maintained. And then they write jibberish in boxes on this thing. So what do you want to do? Jam five students in there. You can't tell a student to stay in their distance and go back to their classroom until they're ready and called? I go to doctors' offices. Kentucky Fried Chicken does better than that with little things on the ground. I've been in retail establishments who say, No, don't come in. Everyone's going to have a place in the school. We've been here since August of last year. It doesn't make sense. Let me go on another one, the masks, I won't even speak to because it's so we appreciate which superintendent Jenkins did today, but wow, profiles encourage, who's going to stand up. Now I believe today Alachua put in a mandatory mask. I believe it's for two weeks; I don't remember for how long.

**Wendy Doromal:** They did.

**Mark Richard:** I don't know if it's K through 8, I don't remember the specifics, but at least that someone who's willing to say, I know there's an order from the Governor, I don't know if it's legal. I don't know whether it is or not, but no one can order me to make kids unsafe. And we're looking for that, although we applaud the step, it's nowhere far enough, then we asked for a checklist you know when you go to the airport in Miami where I live, and I know it's, I'm sure in Orlando. Heck, when you go to Wendy's restaurants on the back of bathrooms, they have checklists to make sure things are clean. Why did they do that? They show the last time someone cleaned things because industrial science allegedly shows that you have a higher efficacy rate. If people log in and log out, you are okay with that once before. We asked for a checklist to know if the bin of demonstrable toys and other things had been clean. It also lets the teacher know in the morning if I don't see a signature by a fantastic teacher Wendy Doromal I'll clean it myself maybe or call for custodial help. It's called checks and balances. It's why doctors, when they give you a blood transfusion, always have two people check the unit, so you don't go into some sort of shock with the wrong wrong type of blood being put into your body. You take that out. It's the CDC recommendations on social distancing. We came to you on that as a sign of good faith. Then you put in where feasible yes we have used that word, you make a decent point, but it is completely unbelievable that the things you've stricken through that you agreed to last time. We asked for time to clean the rooms in between schedules, and you go, no will partially agree to this thing you've agreed to. Then how

about this, we asked what you agreed to before, that we will teach our students, but we won't be forced to get into a confrontation. If we can't get a student to take the proper hygienic steps, something we all agreed to, something that worked for a year. What do you guys do? Get out your word processor. Look at this, Wendy. This is their weapon. They'll change anything they can with a keyboard, even though they agree to it before, to maintain control, they will hold this and tell you to pry it out of their fingers because they'll never give up anything, even if it's about safety. Even if it's something we've done before, it's not making any sense. And then I'll just do two more, and I'll be done. Teachers will be not penalized for choosing to maintain 6 feet distance and will not be marked down, and you say this conflicts with effective classroom strategies. So what you're telling us is, you think, we don't know how to have effective classroom strategies? Stop with the memos that were so terrific that are so cheap. It just takes a few keystrokes to say how terrific the team is, but we're not intelligent professionals and ethical enough to know how to balance teaching with the fact that I'm taking cancer treatments, and I don't need to walk around the classroom and get within six feet, maybe have a student who's not wearing a mask, who's coughing, who has mucus dripping from their nose, who's sweating, from perhaps a fever. And when we try to put language in there that you just won't penalize the teacher, your answer, of course, again, is type away into a little cute box conflicts with classroom strategies, instead of sitting down with the educational experts and saying, we have to make sure that doesn't happen. And then lastly, you ended it up and said at the very end you all know that we can't give up this last sentence, and you mark through it again that we agreed to further establish in writing best practices, etc. Something you've agreed to signed, sealed, and delivered twice. So what you did is you took everybody went through the thing they try to pick the green and confuse you, look at the strike-through every strike through is that no to a teacher, every strike through is we don't care that we agreed to this for a year. We're not going to be there again. Every strike-through says we don't trust you. And then the one thing that you bring up, which is a really good point. I think paragraph five about insurance and people staying home is good, so go do it. Go ahead and do it. And so don't say I talked to teachers and they are waiting. You didn't ask for impact bargaining. If we didn't ask for the bargain, we wouldn't be here. And by the way, you know, we're not waiving subjects that are mandatory subjects by engaging in the impacts session, but that's a legal side point. All I want to say is, this is such a departure from what was agreed to last time. We have your signal, loud and clear. Our safety is second to your control. What was good for safety six months ago is no longer good as things are more urgent and exigent, and that what you're saying to your teachers is us having control is more important than substance simply partnering with parents, community, pediatricians, political leaders to get into a joint stakeholder position, we cannot imagine that you would have stricken through things that were in last time unless the science required they be changed, and we even put a sentence in that said we can meet as things change to revisit this and even that was rejected. Thank you, Wendy. We'll take a caucus.

**James Preusser:** I'd like to respond. I'm going to respond. Please, if you don't mind. So, first of all, answer this question, Mark. Is the proposal from the Union a package proposal?

**Mark Richard:** Jim, I am not answering any more of your questions.

**James Preusser:** You're not going to answer. We'll just look at the record then. I'll let the teachers know. I'm going to let everyone know. I'm going to respond.

**Mark Richard:** Obviously

**James Preusser:** The proposal, but, no, no, you said you were not going to respond.

**Wendy Doromal:** We never said that, Jim.

**James Preusser:** Yes, you did.

**Wendy Doromal:** No, I get your game. I get your game here. Your package, your proposal, Jim, is yours?

**James Preusser:** No, I asked you a question yesterday. Is this a package proposal? Mark said it was a package proposal.

**Mark Richard:** No, you are misinterpreting. I said package.

**Wendy Doromal:** We absolutely did not.

**James Preusser:** Ok.

**Mark Richard:** Jim, come on now.

**James Preusser:** All I am saying is, the Union's intention was to provide this proposal, and basically say if you don't agree to what we put on this paper. We're not going to agree to anything. And that's your that's your position. You said it yesterday. Yes, it is. You said it yesterday. It's, it's in the record, it's in the bargaining record. I had literally kicked off this morning. I literally kicked it off this afternoon, excuse me, saying, I'm going to respond to your package proposal, so you didn't think it was a package proposal, Mark. You would have said so.

**Mark Richard:** You told me not to interrupt.

**James Preusser:** Okay.

**Wendy Doromal:** You have a comprehension problem. We're here at bargaining.

**James Preusser:** You know what, Wendy. That's very.

**Wendy Doromal:** How late are you're willing to sit with us today, and if you could actually bring someone to the table who has authority.

**James Preusser:** I am going to stop talking. You can go to caucus. You're being very offensive. Go to caucus.

**Mark Richard:** No, let me clear the record up.

**James Preusser:** We're going to step out.

**Mark Richard:** No.

**James Preusser:** Go ahead. Try to clear it.



**Mark Richard:** I'll try to clear it up.

**Wendy Doromal:** Let him step out. Go ahead.

**James Preusser:** Go ahead, clear it up.

**Mark Richard:** Yesterday, you stepped out and turned off the screen for yourself unilaterally, so let's not do that.

**James Preusser:** What did I do?

**Mark Richard:** Yesterday you asked. Yes, you did yesterday.

**James Preusser:** I did not.

**Mark Richard:** Yesterday, then it looked like you did, and I apologize.

James Preusser: No, I did not ever step off the screen once.

**Mark Richard:** I am saying you said.

**James Preusser:** You took us off the screen.

**Mark Richard:** Okay, it's irrelevant. The bottom line is we present things, of course, as a package, but obviously, we're able to move on individual items as we showed you. And I guess you showed us. So, no, it isn't. Take the whole package or leave it. We've never said that. And yesterday, our yellow showed compromise and changes, and you all did the same thing today. You asked me.

**James Preusser:** We have changes too. We make movement too.

**Wendy Doromal:** I want to say this mark please, that your movement, Jim was that you agreed with our movement in most cases.

**James Preusser:** Not in all cases it. It was not. No, it was not.

**Wendy Doromal:** In most cases. Let me count them at caucus, and I'll get back to you.

**James Preusser:** That's fine, Wendy, you can count them. I don't have a problem with that. So are you ready to go to caucus?

**Mark Richard:** She asked you a question, though, are you willing to have someone with authority and that we can bargain.

**James Preusser:** I have the authority, and I told you the issues that we have with the proposal. Let me just name three.

**Mark Richard:** No, no.

**James Preusser:** No, let me name three, Mark.

**Mark Richard:** Are you willing to bargain for as latest it takes to get a deal tonight.

**James Preusser:** Let me explained to you, of course, we are. But let me explain to you.



**Mark Richard:** So what time.

**James Preusser:** Let me explain to you.

**Mark Richard:** Can I finish?

**James Preusser:** Go ahead.

**Mark Richard:** May I finish?

**James Preusser:** You may. Go ahead.

**Mark Richard:** We are asking gracefully and respectfully, is can we all during the caucus. Are you willing to give time to continue through, through whatever hour it is tonight to continue or not? Can you say yes or no to that at this moment?

**James Preusser:** Yes, but the issue that we have, no no, the issue that we have. Let me explain to you because I want to make sure that you understand when you got to caucus, where there's no movement, okay, because you placed your position pretty clearly and stated your position pretty clear on things. So let me, I'll just call out three things. I'm not going to. I'm not going to go through every proposal. I did this last time when we bargained. We have three major issues with this proposal from the Union. The first one is the term of the agreement. Okay, you want it to go through the entire year, we cannot agree to that. The second issue is the MOU prevailing over the health and safety procedures, and we have an issue with that I told you, that's a non-starter already.

**Mark Richard:** Okay.

**James Preusser:** The third one is number 12. The mask mandate. We cannot agree to that, the way it's written. So, if you take everything else and put it aside just for a moment, those are the three biggest issues that we have. Plain and simple.

**Mark Richard:** Okay, so I appreciate the candor on that. So two questions one and two. So you're saying that everything else you could agree to.

**James Preusser:** I didn't say that. I didn't say that. I said those are the three biggest issues that the district has. Meaning you've already told me that the MOU must because you use the word enforcement, quote-unquote. You told me that the MOU has to prevail over any health and safety procedures manual. The way the language is written, I cannot agree to the way the language is written.

**Mark Richard:** You did before. Twice.

**James Preusser:** I said it a couple of times. Yes, so I thought my point was clear on that.

**Mark Richard:** But you do agree you agreed to it in March.

**James Preusser:** I gave rationale for why we cannot agree with that. You can disagree with that. That's fine.

**Wendy Doromal:** Please let me respond.

**James Preusser:** Go ahead, Wendy.

**Wendy Doromal:** I did not know one district where a manual prevails over an MOU, not one, not one in the state, not one in the country, and I'll tell you that I read several districts this week that came to an agreement, and they also signed off mutually on their procedures and protocol manuals. So, I would say the district has a problem that it's not seen in other school districts across the state. You have an autocratic control problem. You refuse to bargain in good faith, and I want to go through the MOU and ask you. Okay, those are three places you wouldn't change. Would you change any others or no? Are they are we going to keep giving you counter-proposals, and we make movement you just say "okay, we come to an agreement" because we made the movement, and you made a tiny concession. It's that how you're going to bargain with us?

**James Preusser:** Wendy, I would ask the same question of you. You reinserted the same language.

**Wendy Doromal:** No.

**James Preusser:** You're interrupting me now. You're not letting me answer. You reinserted the same language in your original proposal. A majority of the items back into this document. So I think the district made movement where we could make movement, but I'm being very transparent with you about these three issues. Those are three major items you have told me wholeheartedly several times that you have to have this MOU must stay intact for the entire year. You have told me multiple times, that we must have a mask mandate for both employees and students. Multiple times, I've given you the rationale why we cannot agree to that. You've told me multiple times why you have to have the MOU you prevail over the health and safety procedures manual. I have responded to you on those three very specific areas. So the reason I bring them up is, though, there's no movement on those items. I'm not moving on those items.

**Mark Richard:** We will go to caucus.

**Jame Preusser:** Alright.

**Mark Richard:** We do appreciate.

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**\*\* Caucus \*\***

**Wendy Doromal:** Alright. Are we ready? Jim?

**James Preusser:** Sorry, Wendy. Yes, we are ready on our side.

**Wendy Doromal:** Okay. Maribel, can you put up our proposal (See appendix C)? Mark will walk through it. I think you need to make it smaller.

**Mark Richard:** Wendy, should I go forward?

**Wendy Doromal:** Yeah, thank you.

**Mark Richard:** Hey Jim, so we're still working on the other issues, and we, it's hard you know you were really candid, and it was appreciated. One of your very critical issues about the MOU not prevailing, as it has in the past, is as critical to us. We're going to continue bargaining and what a bargain with you through, through the day and evening as Wendy will talk about. But we also have issues where we want to, you know, help people get vaccinated. And that is something that the superintendent wants, and you guys want, everybody. You spoke to this before I forgot what paragraph number was. Was it 10 or 5?

**Wendy Doromal:** Five.

**Mark Richard:** Five, and this is something folks need relief on, and it's a good thing to motivate and to give everything you said we agree with. So, we would like to because you could do a series of MOU continue working on the other one, but at least get this agreed to between you and Wendy right now. So folks who are sent home who are vaccinated that you put forward here can get this relief. We want people as many human beings as we can to be as safe as we can. And those who are vaccinated had made that attempt. So, we would like to do this, and we would go back into caucus. I don't know. I'm guessing Wendy we were about.

**Wendy Doromal:** No, we have something else to present after this, Mark. We have some more things to talk about with Jim.

**Mark Richard:** Ok, perfect.

**Wendy Doromal:** So, do you want to scroll down, Maribel? Can you send Jim and LeighAnn a copy of this, please? And this is the one. Jim, you were talking about saying that we really can't wait, and we know that right now, we have teachers who are out on COVID. Who would have been vaccinated, and they are not. They have to use their own leave. So we think that's not fair.

**James Preusser:** I understand the proposal. Can you give me maybe five minutes?

**Wendy Doromal:** Yeah, can we send it to you?

**James Preusser:** Of course, please. I understand the proposal.

**Wendy Doromal:** Why don't we just break for five minutes. You can read it.

**James Preusser:** Maybe give me ten. I'll text you when I'm ready.

**Wendy Doromal:** Then we'll proceed with other stuff that we're going to review. Okay.

**James Preusser:** Very good. Thank you. We'll be back in about 10.

**Wendy Doromal:** All right.

**James Preusser:** Bye.

**Wendy Doromal:** You guys want to just stay here. I'm going to stay here. Is that okay?

**Laketa Jimenez:** Yeah, that's fine. I'll stay here.

**James Preusser:** Hello, Wendy. Sorry for the delay. Wendy, are you there? Can you hear me?

**Mark Richard:** She was there a second ago, Jim.

**James Preusser:** No problem.

**Mark Richard:** Wendy got kicked off. She is logging back in.

**James Preusser:** Alright. We'll wait.

**Mark Richard:** Thank you, Jim.

**James Preusser:** Thank you for the caucus time. We do have; we made a couple of slight changes to the document. Let me pull it up for you (See appendix D).

**Wendy Doromal:** Let me allow you to share. Yeah, you can.

**James Preusser:** Okay, thanks. LeighAnn as well. We added in. So, I think you guys have heard me say this a few times on the timing in terms of the term of the agreement. We can agree to all the language. The main change is the December 31, 2021 date. And we did say, just to be clear, it's COVID-related payment medical relief duty. I think that's probably very straightforward, but we wanted to make sure because I did describe in bargaining it will be for, obviously, quarantine, or if you're actually ill. And then obviously the other elements are there, so I think if the Union is in agreement with these changes, we can sign it right now.

**Wendy Doromal:** Can I ask a question here.

**James Preusser:** Sure.

**Wendy Doromal:** Could you not want to do it through the year, because you could have a different variant, according to physicians, because so many people are not vaccinated they're worried about more and more variants coming, so why not make it through the year and if you don't need it, you don't need it, cause no one got sick.

**James Preusser:** I understand, I think, again, this after having some discussion about it, with the superintendent, I mean this is what we agreed to, as well with the other Union, to the end of December, we certainly have no problem with coming back and visiting if obviously if there's still an issue. I think the district would be willing to extend it beyond the December 31 timeframe, but as we are right now. That's our position is, is agreeing to the end of December. Like I said, we are happy to sign up today.

**Wendy Doromal:** So I try to understand that. Could we say it could be extended by mutual agreement could we just add that.

**James Preusser:** I think it's.

**Wendy Doromal:** December, but if we can do that, I think we could sign it right now. If you can put it could be extended by mutual agreement.

**James Preusser:** Well, I think it says that unless otherwise mutually agreed to by the parties in writing, says at the very last sentence. And that's your language that you guys put in.

**Wendy Doromal:** Ok.

**James Preusser:** I think that provides us to do that.

**Wendy Doromal:** Ok.

**James Preusser:** It's, I, you know, we'd be willing to, you know, if we get to November, October, November timeframe and this still an issue with the variant. I'm sure that we would be willing to speak to you about it, and I'm sure the superintendent would take it into consideration.

**Wendy Doromal:** I'll tell you why we're not because we had all these MOUs, we agreed upon the language we went to so much work to get them signed, and then you can't agree on the same language for this time, so I know you say you feel confident, but we don't have that trust. So, Mark, can you speak to this. Did you disappear?

**James Preusser:** He still there.

**Mark Richard:** I'm here. Jim, are you saying it is our language unless otherwise mutually agreed, but we thought it went through the year of the contractual years. Are you clarifying for us for our notes that, unless otherwise mutually agreed, includes the extension? In other words, are you saying it says that even though it doesn't say it?

**James Preusser:** I'm saying that we would agree to December 31 unless the parties agreed to a date later than that.

**Mark Richard:** Right.

**James Preusser:** And then we'll have to have a

**Mark Richard:** Can you write it that way? Unless the parties agree to a date later than that, in writing.

**James Preusser:** That's what it says. Unless otherwise mutually agreed to by the parties.

**Mark Richard:** Yeah, I know, but we had at the end of the contractual year. You want to end it for the year. Well, let me just first clear up. You will mutually extend if you and Wendy, and the superintendent think it makes sense.

**James Preusser:** I'm saying it would have to be mutually agreed upon by the parties to extend it beyond December 31, 2021. Yes.

**Wendy Doromal:** One other concern: I'm hearing a lot about the other Union, and I want to make it clear that we are a separate Union.

**James Preusser:** I understand that.

**Wendy Doromal:** I want to make it clear to my members. We are a separate union, and we don't bargain and join with them on things, and because you agree to something with them does not

mean that you have to follow suit with us. If it does, I have a real problem with that because it seems that some of the things that they might agree with, we might not agree on, and so you're going to come back and say, well they agree, and I don't, I just don't think that has a place at this table.

**James Preusser:** For sure separate bargaining unit. I recognize that nobody's saying that you are.

**Wendy Doromal:** I heard that a couple of times. It gives me a concern.

**James Preusser:** No, let me finish. And also, the reason I stated this is because we have to look at the totality of the district. I understand you represent your bargaining unit members, but if I were to offer you an entire year, I just signed in MOU a week ago, and it expires December 31. Talk about bad faith bargaining, we're not going to do that, so I've already spoken to the superintendent about it. She knows that you presented this, and she said she's willing to go to December 31, 2021, and that's our position.

**Mark Richard:** Can I ask you one other question, Jim?

**James Preusser:** Of course.

**Mark Richard:** So, I want to make sure that if Wendy and the team has agreed, or they're agreeable to this. We're not foreshadowing that we're going to accept December 31 as we continue through the other bargaining. So, in other words, I don't want you to come back and say you agreed to December 31 here. We're not setting a precedent for the rest of our negotiations here. You may keep that position, but I don't want you to come back and say, well, you did this MOU with this.

**James Preusser:** I understand your position, but I think I've been very clear about the December 31.

**Mark Richard:** You have been.

**James Preusser:** In all shapes and forms. So.

**Wendy Doromal:** You got it, Jim. We get it-you're in control. You're OCPS. You're autocratic district. We get it. Got it.

**James Preusser:** Wendy, Wendy, nobody said that. I'm just telling you what my position is. I haven't changed my position.

**Wendy Doromal:** We understand perfectly your position.

**James Preusser:** I don't want to go back into it.

**Mark Richard:** All I wanted to say is.

**Wendy Doromal:** We are OCPS. We got our thumb on you employees.

**James Preusser:** Wendy, why are you acting like that? Why are you acting like that?

**Wendy Doromal:** Because it's true.

**James Preusser:** We're literally talking about.

**Wendy Doromal:** That's how the members feel. That's how we feel. That's the reality.

**James Preusser:** We're literally talking about this MOU. I've told you what our position is. I'm willing to sign what you have in front of you right now. If you want to caucus, you can caucus.

**Mark Richard:** I just want to make sure one thing, I appreciate what you said and you'll appreciate what we're saying is, by entering into this. Don't say to us later please I'm asking you respectfully. Oh well, you did December 31 on this MOU. You must do it on every MOU related to health and safety, that's all. So you know our position, and we know yours.

**Wendy Doromal:** That's our position.

**James Preusser:** I understand your position, of course, but listen to me.

**Mark Richard:** Thank you.

**James Preusser:** I just want to make this comment.

**Wendy Doromal:** I don't have a problem signing this. I want to make it clear, like Mark said, that it is completely understood that we are not saying December 31 is some golden little date that we're going to agree to ever again.

**James Preusser:** And I want to be clear with you that's your position. My position has always been very clear.

**Wendy Doromal:** That's my position. It's on tape. Okay.

**James Preusser:** Let me speak.

**Mark Richard:** We know your position as well, Jim.

**James Preusser:** Well, I am going to make sure that it's clarified.

**Mark Richard:** It is.

**James Preusser:** Of course you are unpackaging your package, I understand that, and you've given me this.

**Wendy Doromal:** We don't have a package. I'm not going to say it again. You need me to put it on the screen in big, bold letters.

**James Preusser:** Do I get to speak? I'll wait for you to finish. Are you good? Can I go? Again, my position has been very clear in any proposal that you presented to us. December 31, 2021, was the date that we could agree to, even if you gave me other proposals. There is a high likelihood that I'm going to give you that same date back because that's been the district's position from the beginning. You can disagree with that, and that's okay, but don't state that the district can't come back and say, Look, we can't agree to the entire year because I've already been very clear about that. The reason this, and I brought this up earlier, the reason this is so important is because, yes,



of course, we want to make sure that the teachers get paid for any of their leave time. Of course, we do. So we're ready to sign this.

**Wendy Doromal:** We're ready to sign, Jim.

**Mark Richard:** Jim, the reason we're going to December, or beyond December is because of the science that's all we are, we're very simple we're trying to be driven by the science and the ambiguity the idiosyncratic behavior of the virus. So we're all about the science and the virus, and all of us arm an arm trying to beat it. So, when there's a date that we think doesn't make sense vs. the science, or we need enough data points to see God hoping this infection doesn't keep surging, we literally are all praying for each other, including you, for us, me for you, your spouse's a nurse, we're all rowing in the same direction to beat this thing. And so that's why we were having a hard time with the date, and I understand where you're at, and you understand where we are. That's all.

**James Preusser:** But just know that because you've bifurcated or pulled this proposal out and put, we know they've agreed to December 31. It doesn't mean I won't have the same position on a different proposal that you give me in terms of the actual term.

**Mark Richard:** Understood for both sides.

**James Preusser:** I understand your point that you're going to come back and say we're going to want it for the whole year. Both parties have a right to have that discussion.

**Mark Richard:** Yeah.

**James Preusser:** We'll create the tentative agreement, Wendy, and we'll send it back.

**Wendy Doromal:** I'll sign it and send it to you. And now, Matt, we'd like to go through because you said you made movement on things. We want to go through each of the articles in the counter-proposal. Matt's going to do that first. Thank you, Matt.

**Matthew Hazel:** Hi, Jim, good afternoon.

**James Preusser:** Hi Matt.

**Matthew Hazel:** So I just wanted to take a moment here and walk through the proposal. I was looking at our last pass you and your pass back to us today. And just as a preface to this. I mean, I can't speak for all 13,000 plus teachers, but I'm tired, man. Last year was exhausting. And at the end of the year, I was vaccinated, the cases were going down, and I had a great feeling that I was going to be walking into this year with, you know, desks and groups and kids doing group activities and making posters and giving presentations that it was going to be life as usual, and that balloon kind of just slowly deflated over the course of a couple of weeks here this summer and. And now we find ourselves in a situation where it's worse than it was last August, there are more hospitalizations, there's more positivity rate like it's, it's sucks. And so, you know I came into this bargaining and, you know, we passed we got your first proposal back, and I was, you know not to speak too much of our caucus, but I was usually in favor of making big moves towards you guys to try to come to some kind of agreement. I thought there was a deal here we can get. I was like yeah, we can move we can meet the middle there's a, there's a place here that the protects teachers



and let's assume we want to do because all we want to do is go in our classrooms and teach, I just want to be able to sit in my classroom and read some books with some kids like that's at the bottom line that's all I want. And that's all our teachers want nobody wants to sit here and have a fight about anything, or, I don't even want to win, I just want to be able to go teach. And so, it's a bit frustrating for me. I went through the thing that I can walk through it with you. The introduction, we moved around a little bit. We went from three days to 10 days to seven days to five days.

**Wendy Doromal:** Excuse me, can you put it up on, to share it. So we can see because if not, it's very confusing.

**Matthew Hazel:** What I have is a bit of a mess. I don't know that it would work well with me scrolling around everywhere.

**Wendy Doromal:** I think if you go through each one. Like you did, it would work.

**Matthew Hazel:** Ok. So I just pulled each of these up side by side and took a look at what happened. And, you know, if at the end you want to disagree with my interpretation I think that's, of course, you're right that's fine, but I was looking particularly at the green stuff that the stuff that was agreed and, I mean, in this it was just a strike the joint Safety Committee, which is fine. In Article One, I mean, we added to your language by the industry guidance, you agreed with it, and we agreed with emergency order phrasing, and that was it. And other than that, you struck everything we heard about the CDC guidance the science, and in number two, just went back and struck it again. Number three went back and struck it again—all of it. Number 4, we move toward you. You accepted our movement. But, you know, accepting our movement isn't really a move on your part—same thing with five or six. On seven, you agree with us. Thank you on not requiring liability waivers. That was something you said you didn't want to do anyway, but you did move and accept our language. You struck all of eight. You agree with the language on nine. Then you struck the face-to-face meeting thing for our social workers and psychologists and counselors and Dean's, which was kind of the meat of it. You struck all the 10. Moves a bit on 11. Thank you in terms of the agreement with parents and guardians for virtual meetings. We moved on 13. You agree with us there. Never any discussion about 14. We both agree. We moved you agreed with our movement, and then you struck the CDC again. On 16, we moved here. We strike that in our counter, and then you agree with our striking it. You agree with yourself here, we start with a strike, and you agree with it 18 struck the whole thing, 19, there was ever any disagreement there 20 You know, we put it in you strike it we put it back in you strike it again 21 We just disagreed here still. The language changed around a bit, and I think you're still in a fundamental disagreement on whether or not this should be permitted. And, you know, I don't want to get off on a tangent, but, I mean, our problem with saying that it's permitted is that everyone here is working. I've worked under a number of principles, and I certainly have the greatest respect for my current one. But I've talked to a lot of people around the districts, and they get voluntold to do a lot of stuff. And we just looked at that word permitted, and we know that some teachers are going to get pressured to do it. And we're afraid if they don't do it, they're going to get marked down on their evaluations and domain four if not elsewhere. And that's our fear there 22 you struck 23 struck 24 We struck, and then you agreed with our movement. 25, you're struck even though you agreed to it last year 26 is struck even though it's in the contract 27 You struck, and then you struck the CDC

in the end there. And, like I was just going through and counting, and I mean by my count, we made eight or nine major movements toward you on medical relief of duty which we just signed an MOU. Thank you. On the instructional waivers cleaning and disinfecting stuff, we made big strides there physical distancing the CDC guidelines. We moved away toward the class size we dropped, especially for specials and things like that. Your only movement was waivers which you weren't going to do PPE, which you're going to do anyway, you agreed to display signage that you're already going to send out, and then you move to bid on the virtual meetings, and that's maybe for things that have been a little generous, and like I said I'm just, I'm tired, I want to get in my classroom, and I want to prep for the year, so I haven't done it yet. And, and I want to teach some kids. And I want to feel safe when I do it. And I want to know that the district has my back, and it's just, it's, it's frustrating, and it's sad. I get I'm not, I'm not trying to, you know score any points here, or anything, I just, it's just it's disappointing to try to move toward a deal and then not to get any sincere movement back and just, you know, as an employee of OCPS it just takes it out of you. And I, I hope to see more. And then that's just it. I just hope to see more. And you're, of course, welcome to respond.

**Wendy Doromal:** Thank you, Matt. And so, I think what we need to do is be able to respond to your counter. And you said you're willing to go late into the evening so I think maybe we could take a break. Another caucus. What do you think, Mark? Then come back after dinner.

**Mark Richard:** Yeah, that would be good we were we've seemed to be roughly, Jim, halfway through our analysis if you will. The page turn, so what's, it's 4:15. What's a good time? Wendy, do you think we should be back at six? What do you think?

**Wendy Doromal:** Does that works for you, Jim?

**James Preusser:** I guess so. I mean, it depends on what you're going to be countering with. If you're going to counter.

**Wendy Doromal:** Wait. Wait.

**James Preusser:** Hold on. You don't even let me finish. I don't know what you're going to be countering with, so if you're going to counter with something. Obviously, I will be taking that back to the superintendent. And I'm happy to do that, so I'll sit here and wait for your proposal. I'm not saying I'm going anywhere. But I said if you give me a proposal, I'll need some time to speak to the superintendent about it.

**Mark Richard:** No, but we'll wait for you. In other words.

**James Preusser:** Yeah, that's fine.

**Mark Richard:** We are committing to go through the night for safety. We want to get to some compromise. I don't know if it's possible, but because it's health and safety and kids are coming, We'd rather the community know that we made an accord than not. As hard as that, it's going to be. So if you have to break to talk to the superintendent, you need time in between. Wendy told us to clear our night. If there's progress, we're going to clear the night if there's no progress, you know, shame on all of us, but it'll be what it'll be, so.

**James Preusser:** In the meantime, we're probably going to have to, since Maribel is here, the other document, we will put it in the form of a, you want us to put it in the form of a TA? MOU? Then we'll sign it.

**Wendy Doromal:** I will say an MOU.

**James Preusser:** We'll put it on a MOU., and we'll send it to you. Signed, we'll send it to you, Maribel, and then you can send it to Wendy. Does that work?

**Maribel Rigsby:** Yes, and I will scan it.

**Wendy Doromal:** Send it to both of us.

**Mark Richard:** So, what time Jim? Wendy? Six? What time do you think?

**James Preusser:** Why we don't shoot for five. I don't know how far along you are. 5:45 maybe? That's an hour and 30 minutes.

**Wendy Doromal:** That's okay. Thank you.

**James Preusser:** If you need more time, let me know.

**Wendy Doromal:** Ok.

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

**James Preusser:** Okay.

**Wendy Doromal:** Thank you.

**James Preusser:** Thank you.

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**\*\* Caucus \*\***

**James Preusser:** Hello, Wendy, We are back on. I don't know if you are there yet, but we are here.

**Wendy Doromal:** Hi. We're waiting for other people, Mark, and some other people.

**James Preusser:** No problem, thanks for giving us the extra time. We'll hold until you guys are ready. Thank you.

**Mark Richard:** Hi Wendy. Can you hear me?

**Wendy Doromal:** I can hear you.

**Mark Richard:** Hi.

**Wendy Doromal:** All right, so.

**James Preusser:** We are ready. Go ahead.

**Wendy Doromal:** Okay, let me make it so Maribel can share. And we have a counter-proposal (See appendix E), and I think Mark will run through it. Thank you.

**James Preusser:** Very good. We will listen, go ahead.

**Mark Richard:** So, in the spirit of trying to work together in this unprecedented pandemic. We can't move on all of your critical issues, but you said you had one that was critical. And you can see in the yellow which is our changes. We hope you can sign the rest of this MOU you knowing that we've gone to December of 2021. So we've got, we're already into August, it's really four months three weeks, whatever. It's a very short period. You said it was critical for you all, but we're actually moving off your critical issues. And we're hoping that that move will sort of set this path to settlement into motion. We have to critically as in all MOUs have to have their legal value, or they are illusory. They don't have any legal impact if they can just be changed by the district's ability to go into another document and undo that. So we obviously did not change there. And then I guess our next change in yellow would be. We heard you a little bit on nine. Okay, so we're pushing back on the social workers, psychologists, counselors, and Dean's. We were a little bit confused by that because this is in their office if more than one student comes. We were just trying to keep people safe. Momentarily read you a quote from a school board chair at another school board in a moment. So we put social workers, psychologists, counselors, and deans shall be offered an alternative meeting space that will allow for six feet distancing to be maintained. These are very small settings, sometimes without air ducts in rooms that are not meant to be rooms. Rooms became configured as rooms, and we want to meet with these students and help them through these very difficult times. So we thought that might give you a chance to give us some alternate space we're trying to think through your pushback. Bargaining employees, including social workers will not be required to enter homes during home visits unless entering the home has a legitimate operational need home visits will be made utilizing all protective measures. So unless there's a legitimate operational need, and I know that's a difficult thing. But we got to believe we approach this in the spirit with which it is intended. We can. It's still very nerve-wracking, but we think this is a partial move towards you and trying to get to our interest. Again some of these are things you had signed off last time. We're still very confused why we can continue the parts of the MOU that make sense to continue, except for those where the science has changed it. Of course, that would change. But you're changing tons of things in the old MOU, and we're concerned about it. Okay, the next one, Jim. Almost there. That's it. So, and to be consistent with the opening, big move, and if you told us one of the keys, we need you to come to us on one of, you know, a couple of key areas, you know what they are, and we put them in there. And the quote, I'm not suggesting anything here; I'm just sharing with you today. Alachua put through a mandate. A few hours ago, as I understood, Broward school district maintained their mandate, and a quote, I don't know this person, but I want to meet this person. She's apparently the chair in Alachua, Ms. McNeely. She said, "Corcoran and his team they will come after our money. I rather them come after our money

than we're putting people in funeral homes", and they went on to say that the deaths that they're having and illnesses are causing folks to be losing their workforce, meaning to death and illness, in between our last call someone I worked with Wendy will know I won't say on the Board, but a longtime employee of one of our unions that Wendy and I are good friends with. I just got a notice that his 24-year-old grand nephew, I don't remember the relation, a relative of his, I think in New Orleans, it says it is with great sadness that I share that our colleague, I'm not going to say his name lost his 20-year-old great-nephew to COVID this morning. It said he asked our mutual friend, Wendy, that it be shared to remind you to have conversations with your family members and friends, including the teenagers and young adults, about the importance of vaccines, vaccinations, and wearing face masks. Please keep this person's family in your thoughts and prayers as they mourn the untimely loss of their loved one. And this happened at 5:09 pm and Wendy I'll tell you who it is later, but it's a dear friend of mine, and I don't know this young man but very close with his uncle who lives in New Orleans and works for our Union. So, it's so serious out there, Jim. We came to December. We hope that allays the superintendent's fears. She's not buying ten months of this. She's buying four and a half. And almost all of what's left was in the previous MOU, and we just. So, we need your help, we need to sign this MOU we think is signable now, and we hope we're getting closer. And if we're not, you are going to have to, as you have being and I appreciate honestly be candid and tell us, there's no way to get there, but we never thought we would move on December, but we did, based on your speech, and maybe giving you the comfort that it's such a short window that you could take a step towards agreeing to the language that you had previously agreed to in the old MOU and that will just leave us a couple of areas to discuss. Thank you, Wendy. Would you please add to that?

**Wendy Doromal:** I just want to reiterate that, but it's worse than it was last year when the same provisions were already in place, and we were discussing them or how we had to fight for them. And it's pretty disheartening that you have to fight for safety and health. But it seems we're always in that position. And I would like to see some compromise and some coming together, you need to if you expect to recruit and retain employees, and I'm talking to them all the time. You're going to have to give them peace of mind. You're going to have to give them some security and recognize the medical expertise of the CDC, American Academy of Pediatrics, and your own medical advisory committee you have too because you're going to bleed employees as well as you're going to bleed students because parents as I said, are questioning our teachers. They do not want their mask students to be sitting next to unmask students in the classroom. So, we already know that there are charter and private schools that aren't held to the same standards that our public schools are being held to by the very same people, by the governor, by the commissioner, and we're going to lose students to those schools. That's all I have to say.

**James Preusser:** Ok. Thank you. I'm going to need some time. If you can also send me the proposal electronically, that would be great.

**Wendy Doromal:** Sure. Maribel, can you?

**James Preusser:** I do appreciate the movement on the December 2021. So, I do appreciate that.

**Mark Richard:** It's a big signal. We want to close this out.

**James Preusser:** I understand. I got to take it back and have some more discussion about it, but I will look at your proposal. Thank you for the movement. If you can, send it to me.

**Wendy Doromal:** What time can you come back?

**James Preusser:** Give me at least 45 minutes, so maybe seven.

**Wendy Doromal:** Seven, okay.

**Mark Richard:** Seven, it's perfect.

**Wendy Doromal:** Can we go to our caucus CTA members? Then have a dinner break till seven. Would that be okay?

**James Preusser:** If you need longer, let me know.

**Wendy Doromal:** We are giving you the time.

**James Preusser:** Thank you.

**Wendy Doromal:** We are anxious to settle this.

**James Preusser:** Ok. I am going to jump off.

**Mark Richard:** Bye-bye, Jim.

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**\*\* Caucus \*\***

**Mark Richard:** Sorry, Wendy. I'm on.

**Wendy Doromal:** I think we're just waiting for the district. Hi everyone. The district just texted me that they need 30 more minutes. So I am assuming we're coming back at 7:30. I think we should go in our caucus room right now. Okay, so everyone in our caucus room. Mark, are you there? I'll text him. Alright.

**Laketa Jimenez:** Alright.

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**\*\* Caucus \*\***

**Wendy Doromal:** Well, everyone, they said they need 15 more minutes. That's the message from Christina. So I guess we can sit here, or we can come back. I'll just stay on here. It's up to you guys. Mark?

**Mark Richard:** I'll just go dark and will come back.

**Wendy Doromal:** Me too. I'll go dark. Dark and mute.

**James Preusser:** Hello, Wendy. We're back on. Thanks for the extra time. We do have a counterproposal. We are going to share with you momentarily (See appendix F). So as we move through the document. First I just want to say again, thanks for the movement on the year, and date in the month, the paragraph after that. I can't move on that paragraph, based on the fact that the MOU overrides the health and safety procedures manual. So that still is an issue for us at this point. And I had indicated that a couple of times, so I'm unable to move on that particular area as we move through the document. We do have some movement in some other areas. I didn't; I reverted back in number one to the original position. And also our original position on number two. However, in number three. We did make some movement in number three. So we are okay with it, and we modified it slightly.

**Wendy Doromal:** Can you please send this to me?

**James Preusser:** Sure.

**Wendy Doromal:** Thank you.

**James Preusser:** We need to stop sharing for a minute to do that. Do you want me to get through the proposal first?

**Wendy Doromal:** Sure, go ahead. Then we'll need it.

**James Preusser:** Sure. We'll send it to you. We made some slight changes to A. And the reason we change is because, as I had indicated before, these are things that we're already doing. These are already protocols that we haven't placed, so we said continuing procedures to separate symptomatic and or COVID-19 positive individuals from the school population. B, continuing to ensure, and you can read the rest of the language. C, we added language to said keeping employees and the community inform via the COVID-19 dashboard. The dashboard is available to all. D, continuing to disinfect the portions and or all of the buildings as necessary if someone is COVID-19 Positive. E, we think, is pretty broad. So we did strike through that. Closing out areas I honestly don't know what that means, I know we agreed to it last time. F identification and contact tracing, in conjunction with the DOH, that's what we're doing already. G and H, we can't make movement on that. And then at the end. So procedures will be developed in collaboration with local health officials. Number four, I did want to make a slight clarification. We did add as prescribed by DOH or the Department of Health because they really are the ones who determine where people are going, and as people need to be out on quarantine positive, we don't. We don't control that, so I just wanted to be very clear on that. So we added that language there because if you look at the language, the way it's written, they're required to stay at home as prescribed by the DOH. They're the ones that tell us whether somebody should be out or not. Next, we left the language in where



possible large-scale meetings will be virtual. We still believe that needs to stay. Continue. We think that number at the end of number nine there. You said we shall be offering an alternative meeting space. I guess our question for that is what if there is no alternative meeting space that adheres to the six feet physical distancing that you're asking for so that that could be a problem that could pose a problem. Our point here is that we're providing the protective equipment the face shields the Plexiglas barriers. Obviously, it says if requested, but the plexiglass barriers, I think, are already placed in our schools.

**Mark Richard:** Jim, can I ask a question?

**James Preusser:** Sure.

**Mark Richard:** Besides the fact that you've agreed to these things previously. Does everyone know it's an aerosol and Plexiglas unless you're fully encased, I've been through this litigation in Miami, is not a barrier. I mean, you're acting Plexiglas, I guess. I don't know the full studies may be of some help, but it's not protective. It's an aerosol, and it spreads through the air currents, and that's why it's so, you know.

**James Preusser:** I understand.

**Mark Richard:** Just go on.

**James Preusser:** My point, though, is really on the language that was presented. It's basically saying that we have to offer space. I'm saying that if we can't offer the space, what's the alternative?

**Mark Richard:** Our counteroffer would have been the alternative.

**James Preusser:** Okay, Mark.

**Mary-Grace Surrena:** Can I say one thing, Wendy, on that one. I think Wendy's mute. I think she told me okay. It's Mary-Grace.

**Wendy Doromal:** Go ahead.

**Mary-Grace Surrena:** I can't put my camera on. I'm sorry. I've got a bad connection. I just moved in, and we're working on it. But anyway, the original language on this number nine, I think it might have gotten left out in the revision. It originally says something about when there were groups of more than one student, and you couldn't keep distance. So the alternative would really be to see the students individually like you're describing, but I think that something might be missing from this we are looking for an alternate location, if we need to see groups of children and we can't maintain space because a lot of times our offices are small.

**James Preusser:** Okay, I was just going by the proposal that came from you guys, so if there was something left out. I mean, if we did it, we'll look at it as well. But I think you are right. There was some other language in front of that.

**Mary-Grace Surrena:** Thank you.

**James Preusser:** Good point. Ten, we just rewrote this slightly when conducting home visits bargaining unit employees including social workers will utilize all protective measures so, you



know, again, our position here is that the home visits can't go away. But we also realize that there have to be protective measures in place and that the employee will do that in accordance with safety protocols already in place. Next, number 12, I think I was pretty clear on 12. I know the language is the same that you presented, it's not something that we can agree to, as I stated previously relevant to, again, the policy from the board and also the executive order from the governor. 13 again it says pursuant to CDC guidelines, the district will schedule, so we're saying we're going to do that the district will schedule routine cleaning and disinfection. And we can agree to the rest of the language that's there. 14 was never an issue. 15, we can agree that the district will make all reasonable efforts to ensure physical distancing guidelines, but it needs to say where feasible. Again we're going to have a lot of students back in the building. And we don't. We can't guarantee that everyone's going to be three to six feet apart. 17, there are no issues there. We could agree. We did move on 18. We can agree to the first two sentences as you propose them. The reason we don't agree to the last sentence is the last sentence speaks in regards to face coverings. But the first two sentences we have no problem with.

**Mark Richard:** No, but there will be kids who come in voluntarily with face coverings.

**James Preusser:** I understand that, Mark.

**Mark Richard:** And if one child takes one-off and rips off of another child. You're going to hold the teacher responsible?

**James Preusser:** Mark.

**Wendy Doromal:** Also, I told you over and over and we needed an answer immediately before school starts. Parents are contacting teachers, requesting their child who they want to wear a face mask and they want to keep safe does not go nears children without a face mask. We don't want teachers to be held responsible for that. So this is a big concern.

**James Preusser:** The answer to that is that first and foremost if there's a parent who's insisting upon that, that needs to be brought up to the principal. They shouldn't direct the parent to speak to the principal, we should not have any children being stigmatized in regards to that, so if there's an issue about masks, or, or a parent saying, or reaching out to the teacher and saying hey listen, I, I don't want my child sitting next to someone without a mask that cannot be accommodated.

**Mark Richard:** Do you know there's almost nowhere in the country that I've heard of? I'll be corrected. Where COVID 19 cases traced to a teacher's classroom will subject a teacher to discipline. And you struck through it. It says teachers will not be held responsible semicolon for COVID-19 cases traced to their classroom. Alright, keep going. Thank you.

**James Preusser:** We made movement on 18, Mark. I know you don't like the total movement, but I'm telling you.

**Mark Richard:** What superintendent of schools would not tell their teachers today. I'm not going to hold you responsible if a kid has an outbreak and COVID. What? Let me finish. What superintendent would tell their teachers and parents that if there's a mask issue in class, a kid takes one-off rips, and other kids will do our best, but we will not hold you all responsible for that.

**James Preusser:** Says it in the first sentence. Other safety protocols.

**Mark Richard:** That's for a student who refuses to follow the instructions or practice. We can't have that. Go ahead.

**James Preusser:** Keep going.

**Mark Richard:** You're taking you're striking things that you would agree to previously. Go look at the other MOUs. Look at your own MOUs.

**James Preusser:** I thought you meant in the last day or two.

**Mark Richard:** Of course not. You're begging for this thing to fall apart, so go ahead.

**James Preusser:** Mark, I'm not begging for anything.

**Mark Richard:** Jim, you haven't moved on things that we've had an agreement for 18 months.

**James Preusser:** Okay, that's the way we're going to keep going. Let me finish my proposal.

**Mark Richard:** I'll let you finish. You are right.

**James Preusser:** Please. I did not interrupt you guys ever when you gave your proposals. I was quiet. I'm sorry.

**Mark Richard:** It's fair enough.

**James Preusser:** Okay. 21, we don't know why this is a problem for you, because again it's listening only. We're not asking the teacher to do anything above and beyond, but allowing the student to listen to a particular overview or class setting or, you know, information that's being shared with the class for a particular subject. So I don't know why this is a concern.

**Wendy Doromal:** Let me say it again. Number one, cameras are not allowed in our classroom by our contract. Okay, contractually. You kind of skirt around our contract language. We know that teachers are voluntold over and over and over. We expect teachers to be voluntold. Hey, if you're a good teacher, you're going to turn on and let him listen. These teachers are going to be doing the same thing they did last year because with no safety provisions and all of them gutted from the manual, and from here, we're going to have classroom shutdown, we're going to have kids quarantine, we're going to have hundreds and hundreds and hundreds of students that you're going to want teachers to live stream sound to and if they forget what happens are they discipline, we're not doing it that is something we will not consent to already we have language in our contract, we'll just stick to that.

**James Preusser:** Let's move to 22. Again, the hybrid instruction is not on the table. Hybrid instruction has not been directed by the state. Hybrid instruction is not covered for FEFP. There is no hybrid instruction, so I'm not really sure why this needs to be in the contract or, excuse me, why this needs to be in the MOU. So I don't, I don't. I've had back and forth with you on this, and your concern is that the district is just going to come back and say, we're going to implement hybrid instructions. Is that your position?

**Wendy Doromal:** Yes, that happened before. You don't want to supplement teachers like multiple, multiple other districts did. So yeah. We fear that will happen again because we know if last year when COVID was not even one-six of what it is now in our county. And we have kids going back to schools with no protections, no masks. We are going to be closing down schools or losing kids, or losing teachers immediately. It's going to be craziness.

**Mark Richard:** Go ahead, Jim.

**James Preusser:** So 27, our position is the same, we don't. Again, the classroom you're saying will not be penalized for choosing to maintain a six-foot distance will not be marked down in their evaluation. I've had discussions about this with the leadership team. And this is not something that we're going to be using from a punitive perspective, so I don't think it belongs in the MOU. I know you disagree with that, and you think it should be in the MOU, but our position on this is, this is not something we would use for a punitive perspective against the teacher. So, we don't think it belongs in the MOU. The next one is under terms and conditions. Again, the way the language is written, is it puts us in a position where we would have to come back to the table if any changes were made. I've already given you my answer on this one a couple of times relevant to normal inherent management rights. So we cannot agree to that language. I don't think we have any other changes at this point in time.

**Mark Richard:** Jim, that language struck out, if you'll go back a second was on the other MOUs.

**James Preusser:** I know it was.

**Mark Richard:** So you're walking away from critical language that you've signed twice. It's been no problems for 18 months or more during an earth-shattering pandemic. By the way, while we're all busy. Florida has hit the highest hospitalizations in the history of the pandemic. We're scratching with Barbara Jenkins to get a safety memo. She's better than this. She is absolutely better than this. Chair Jacobs, they're better than this. These are good people.

**James Preusser:** Nobody said.

**Mark Richard:** We have language, let me finish, in here for 18 months at no one ever called us and said it was a problem. We agreed to establish best practices to monitor and enforce safety protocols and to revisit the subject herein as necessitated by parents student employee feedback, which is agreeing to get back, Center for Disease Control and Prevention updates recommendations from local health authorities, changes in law changes of the course or severity of the pandemic, and the evolving needs of parents, students and employees. You signed that twice, maybe three times before. Wendy signed it. Barbara approved it. Teresa looked at it. Everyone knew. We're going to pray for you all tonight. We don't even begin to understand how a sentence that worked, that we celebrate coming back together if these things change as stakeholders with parent, local authorities changing things. Look what we've covered here, severity, parents, students, employees, CDC, it's unbelievable. And it was okay, and now you're saying you want to quickly address these things to get ready for school opening with children, and it's still in here, you know where we can't sign something like this, we can't, we can't even get up and explain that a paragraph that's so vital. So, ethical, so collaborative that worked for a year since last December,

I guess not a full year, and we've never heard there's a problem, but they want us as educators, as role models, to sign something like this. There's no way we could look anybody in the eye and say we as leaders of science and thought and exchange would do that. We don't know what's happened to the district. We don't even know who made this decision. We would love to sit and talk to them one on one and say, how could we be missing this? I'm leaving the TV with Blasting News across the bottom, literally telling us, Florida is blowing up. We can understand you're having; you're caught over a mask. We don't agree with it, but we understand that you could say that's changed. You came to us and said to six feet may be a problem given our space and our students. We moved. You said December was a problem. We moved you barely scratched the surface, and you're holding back critically safety-sensitive items that you've agreed to. And we fundamentally told you that we wouldn't and couldn't sign something that can be changed in a day. This is too serious. We have to have certainty of which you've given to us forever on all our MOUs. Right.

**James Preusser:** That's incorrect. This language is not at all the MOUs.

**Mark Richard:** I have an MOU that could be gutted. You honor the MOU and all, and then that exact language at the beginning was in the last two MOUs. So, Jim, we told you we would come to you on your key issues you have never touched the key issues we need, and their safety issue, strategizing, let me finish quarterbacking this whoever is quarterbacking this and if it is the superintendent, hear us now. You're better than this. I saw your video today. You talked about safety, madam superintendent. What are you striking through language about safety that you are okay with? This is making the world is going to judge us by how we behave in a crisis. And it's so telling what we're doing here all day. And when you said, please move on something critical, we did twice. You've moved on, not one critical item, you're still holding back language that was in effect through summer school, you're holding it back, and it's at the point where we actually don't even recognize what we're dealing with. We don't even recognize it.

**James Preusser:** Am I going to get a chance to respond?

**Mark Richard:** The people who signed this in December and Wendy when was the other one March maybe. The people who signed this language are not the people we're dealing nowadays. Somebody change, something happened is so sad. And so all the students who may be watching or parents or students. This is not how we teach in the school system. We would never ever have someone play games with safety. It's, it's astonishing. This is language about safety that we're begging you guys to keep in for safety reasons, and you saw the wisdom of all this language before multiple times. Nothing has changed to change that wisdom, like your position of rank and control. We don't even have a rationale. I need flexibility. You've had this for the last year and a half. Whatever the time has been, you didn't have flexibility problems. You've never once called us and said this paragraph is hurting students. It's just the opposite. So I'll turn it over to you, Wendy. I guess we'll do a caucus.

**James Preusser:** Can I respond? Am I going to get to respond? First of all your facts are wrong. The facts are wrong. I went to look at the MOUs that were actually signed between the parties in that first paragraph, first section. The first paragraph speaks to the COVID-19 health and safety procedures manual. First and foremost, we had two MOUs signed for this language that was even

inserted into the third MOU. And this language went through the magistrate process, and you know that so to sit there and say that there were multiple MOUs signed between the parties with that language is not accurate, because first, first of all, the health and safety procedures manual came out after the other two agreements were signed.

**Mark Richard:** It didn't matter.

**James Preusser:** Yes, it does. I am talking now. I did not interrupt you.

**Mark Richard:** You did not. Go ahead, please.

**James Preusser:** To say that is incorrect, there were two MOUs signed in March of 2018, excuse me, March of 2020 and April of 2020. Neither one of those had this language, and you know that. So you can't say that it was in there. You can look at them. It was not in there. So let's clear that up right now. (incorrect dates -December of 2020, not March)

**Mark Richard:** It was in the other two. Wasn't it? The most recent two.

**James Preusser:** It was; this language was in December. In December was signed.

**Mark Richard:** And the other one, the one for summer school.

**James Preusser:** Okay, so I want to make sure that we establish that as far as the last paragraph is concerned. I know you don't agree, and you think it should be in there, and that's okay. But our position is that erodes our management right, okay. And I know you don't want to hear that.

**Mark Richard:** Why did you sign it before?

**James Preusser:** That's what it is. I already told you that the conversations that we've had with our board and with our superintendent. There are sections in the MOU that caused us to be hamstrung that didn't allow us to make changes that we basically had to abide by what it said in the MOU. There are multiple grievances that you've filed already in place. So if you look at the sentence, the first sentence there COVID-19 manual latest version of the date of the execution, okay if we agreed to that language by itself, you've already used that language to file grievances against us, to say that we're not abiding by the MOU.

**Mark Richard:** Because safety comes first.

**James Preusser:** Why are you interrupting me? I did not interrupt you guys. I've been sitting here for a long time.

**Wendy Doromal:** Tell us when you are done.

**James Preusser:** I will. I will. So that's why I can't agree to that language. And you're also saying that the MOU must prevail. The board has a problem with that language.

**Mark Richard:** Okay. Just say there's nowhere else to go.

**James Preusser:** I'm just saying the board has a problem with that language.

**Mark Richard:** And you can't do it. It will not happen. We've written it down seven times. We were hoping there was wiggle room. There's not. We hear you. Go ahead.

**James Preusser:** The last paragraph that you were referencing before where he spoke about. Again, we think that it's a management, right issue. And I'm sorry you don't agree with that. That's the way. That's what we believe, relevant to the other number 12 around masks. I said we can't agree with that. So, the first paragraph, number 12, those were both non-starters. I said that from the beginning. And we're in the same place with those.

**Mark Richard:** What are we going to do, Jim? We're human beings in a pandemic. What are we going to do?

**Wendy Doromal:** I have a question.

**James Preusser:** I am done talking, Wendy. Go ahead.

**Wendy Doromal:** Thanks. So I understand there are 15 and a half pages of vacancies currently. So, without providing the respect the previous two MOUs, there were two other MOUs. The summer one and the other one that the special magistrate did that had this exact language without providing teachers the peace of mind that they are protected, that they have a legal document that protects them. No like the District pull the rug out from under them like they did when they gutted the manual from 88 pages to 23. Getting rid of critical safety measures. You really think that you're going to be able to retain and recruit teachers and keep students in this school system? We are at a critical place in the pandemic and when classes and schools have to be closed down. I want you to think about not signing this. But how can you ask anyone to sign a document that basically says, this is meaningless because we're going to do what we want. And that's what you're asking teachers to do, but I think we should go to caucus and talk about it.

**James Preusser:** Nobody is asking teachers to do that. I think the superintendent made it very clear today with her actions. And her response, relevant to the mask mandate for the employees and again.

**Wendy Doromal:** I am going to respond to that when you're done.

**James Preusser:** That's fine, Wendy. That in itself, okay, shows that the superintendent does care. The board does care for the health and safety of our employees and our staff. Why are you laughing, Mark?

**Mark Richard:** Because look at Broward. Why doesn't she look at Broward?

**James Preusser:** Why do I have to look at Broward? You guys are going to start yelling at me.

**Mark Richard:** Some people coward at the political consequences.

**James Preusser:** No one is talking about political consequences. No one. Please.

**Wendy Doromal:** I want to say, I think it's a good.

**James Preusser:** I wasn't done but go ahead.



**Wendy Doromal:** Tell me when you're done.

**James Preusser:** Well, again, the superintendent made a decision, and the policy is very clear about how the superintendent can make those decisions relevant to the mask policy. She made that decision, provided that commentary, looked at the totality of the situation, and incorporated the change. So, again, I don't understand why you think that's a political move. That's not a political move. She did that for the safety of not only the staff, the teachers, our classified staff, our administrative staff, but also the community. To say that Mark is completely inappropriate, and some of the other comments that you made about the superintendent are inappropriate.

**Mark Richard:** They're not inappropriate. Wendy, go ahead. But they're true, and history will look back at which people stood Broward which people stood up at least a letter in neon begging, pushing the governor to give autonomy, not even a letter. We put up in Alachua, and no one stood up. We can work with you on the masks, we can't give up our position, but we can't even get to any of this because you've put a sentence in that we've never seen, which says, in fact, the opposite of manual, which you just gutted can just erase Vitiate modified eliminate delete everything in a safety manual. This safety memo now has no standing because you put a sentence in that says a manual. By the way, we didn't see those 66 or 88 pages, you didn't share those, and then when Wendy sent you complete detailed multi-hour analysis of all the changes, no one even responded.

**Wendy Doromal:** No, it was a multi-day and night response. And I just want to say this. I appreciate the superintendent and the school board making movements on masks when it is not enough to provide safety in our classrooms for either teachers or children. We know that children under 12 have not been vaccinated. We know, as you said, you can't do anything about kids that don't have masks principals will deal with it. Principals won't be in the classroom, sitting there all day with these unmasked children and teachers with medical conditions or pregnant, or whatever. So there is a great concern. I also want to say that you, as a school board and superintendent, showed leadership in changing masks policy. When you are saying we strongly urge all parents to use masks and then on every social media post on your manual, you have unmasked kids. It's not. It's sending a double message, it's not a strong message, and it's a mixed message. So that needs to be corrected, too. If you're really serious about making sure that kids are safe, making sure that the best practices are established, then have it advertised as such, but you can't have two separate messages. So I think we should go to caucus, and come back maybe at 8:30.

**James Preusser:** That's fine. One last comment before you go, your comment Mark about Broward county is incorrect. I literally saw the message from the superintendent. That said, they will follow executive order from the governor. So yes, originally, they said, hold on. Originally they said, everyone, is going to be masked mandated. And they said, No, we're going to follow the executive order, so to sit here and say that Broward County is doing everything and that we're doing nothing, it's inaccurate.

**Mark Richard:** I would never say doing nothing.

**James Preusser:** You might as well.

**Mark Richard:** This afternoon, their mandate is in place. You're late on the news.

**James Preusser:** I am not late on the news.

**Mark Richard:** Yes, you're late on the news. I don't know what to say.

**James Preusser:** Maybe I'll forward you the email from the superintendent so you can read it.

**Mark Richard:** In the meantime, we sent messages that we would want to dialogue with you more on the masks because you're, you're, you have parameters we get the pressure that everybody's under, and we get the reality of what's happened from Tallahassee, even though we don't agree with it on multiple levels. But every time we send a message, you say you got to move on December, you've got to move. This is safety, and you have barely moved on anything, and you have not moved on anything significant.

**James Preusser:** That's your opinion.

**Wendy Doromal:** I want to say to you that I am stunned by our school board, disappointed, **stunned** by a school board that demands to have control and won't let a union bargain. Won't let a union sign an MOU because they have to have control, stunned, disappointed, and shocked. We can go to caucus.

**James Preusser:** Sounds like we need to go to caucus.

To access the video, please click the link below.

<https://www.facebook.com/OCCTA7448/videos/204046598343088>

### **\*\* Caucus \*\***

**Mark Richard:** Hi Jim. Thank you. You know when we started this. We and I hope you've seen how much many passes changes we've all done. We had set some guiding principles. After all, these are scholars and teachers, the sort of shamans of the mind, if you will, and they see in every child and every student only the best. They see potential and not failure. They see lights when times are damn, and they see every child has their responsibility for success. And when children are succeeding, let them lead, and when children need a little extra help, they're behind them along the whole way and so the same way they approach the beginning of school lesson plans—the best pedagogy in teaching and learning with as we approach this MOU. And the first thing we said to ourselves, Jim, is let's build upon the MOU that we have, particularly these last two, all of them but, including the last two. And so we designed this document where safety would be first, and science would be first. And we also wanted to be practical. We also know that there are buildings and they have limitations and sit count, and we tried to hear everything you said about December. Then you needed something about the brick and mortar, and you have limited space, and each time you wanted to caucus, we were wrong, that if we came back and showed movement, there would be significant movement, not cosmetic movement. And it's not about winning and losing. It's about science. It's about the worst three days of hospitalizations and deaths in Florida, forever. I can't imagine what it would be like to be in an ICU, well, not the member of ICU, but a family, hearing the heart monitor and the vitals monitors going up and down until the alarms of vitals are going



into a death spiral. And then so imagine that at our building and on this zoom and Facebook Live. They're seeing us fight each other. I could hear someone screaming like my friend, Matthew. Get it together. It can't be that the adults can't figure this out. So we came to collaborate by using our language that you agreed with us, and you've rejected. We came to follow the science, and so were the six feet needed to go to three feet. We offer that. We've then said things that you've agreed to and that are critical that a teacher can be disciplined in certain situations. Social workers are begging you all for three days now, after you waited a week to get back to us to say don't overcrowd kids into our room where there are ventilation challenges and there are space limitations. And instead of rolling up our sleeves and saying we're going to sit there and work with you on, it doesn't matter if you have a concern the superintendent who I've been fair to, for whom I have great respect. We've never heard like we're going to get this done until we get it done. We're going to hear you, we're not going to arm wrestle on any of this, and mostly if we give you our word, you can count on it. You insist you have the right to change every word of the MOU, a safety document. A document about social distancing a parchment about COVID avoidance paper that has been keyboard and upon the talks about life and death. You insisted until, of course, 8:58 on August 4, 2021, that you had to have the unilateral right to change it and that whatever word you made to us. You kept the flexibility to undo that to a manual. We looked at that manual because we thought, if they're operating in good faith, the manual will provide empirical maps. We could look at your feet and not your words. And that manual is stunning in what just happened to it. Eighty-eight pages, reduced, I believe in for the 20. We were so concerned that Wendy worked day and night. I'm talking about into the wee hours, no sleep. To send an annotated version of all the things we had concern 88 pages reduced. How could it have been that 60 some pages had things of import, and they were reduced. Maybe it was consolidation. Maybe it wasn't. So we looked, and we had great concerns. We looked at the American Pediatric Society or whatever the word is. We look to your own medical experts that sit on your board. And we looked at all, and we annotated our concerns. And we waited, and we waited, I don't remember how many pages it was Wendy it was voluminous I read it, single-spaced my memory. How many?

**Wendy Doromal:** 40

**Mark Richard:** 40-page document of questions, not one page, not one word, not one syllable, not one letter of the alphabet response. Not even an acknowledgment that we really appreciate it. And we're scouring through it to see if we agree or don't agree with you, as scholars of the world. And then when we asked you to give the teacher a sense that they won't be disciplined for these things. You talk about combining things, and this just say it. Damn right will sign that no teacher is going to be disciplined for doing her best. And when we say a social worker can ask for other space, and you say, well what space, what happens if we don't have it. Well, of course, you could have put a sentence in that said, if such spaces are available, but it's never that it's this, we're not going to move off of this, we're not going to move off of that. We wanted consensus. We wanted collaboration. We wanted everybody to go to sleep tonight and walk into school and hear that we agreed. And even when we saw we could even do more movement, we understand the paradox of the masks. We do not agree with what came out of Tallahassee. Still, we get that we didn't even get a signal that if you guys understood our paradox, which we do, we could get there on your paradox. Your paradox is that we changed our position from before, and you signed a summer

school MOU that wasn't the one from the magistrate, that you're paradoxes. We don't answer your stuff. We've been delayed here. We get it. We're going to give you every assurance that we'll honor our word put it in the books. We'll sign it like we did before. We told you it was vital. We had to have that commitment for safety. You had done it twice before, and you wouldn't do it again. So, Jim, we're an impasse. We are so regretfully at impasse that we can't even tell you. We didn't want to be here wasn't planned, but we kind of knew it every single time you said, we're going to be able to change everything in your document. So, it's a very sad day for all of us, but it is a great day. On the one hand, the teachers, educators, social workers, like, all the educators of OCCTA, stand proud that they stood and will stand for something. They will not sign the agreement that jeopardizes a child's safety. Wendy Doromal will not affix her signature to a document that does not worship science. OCCTA, this union part of AFT and NEA, will never be a party to a document that could be gutted tomorrow. But the most important issue is there a voice for students and teachers, a voice who extended their hand across the table, and instead kept getting no, we need flexibility we have to change it, you said everything my colleague and your colleagues, I respect you, but I appreciate your candor, and you said we can't have our hands tied. You think reaching an agreement over safety with the likes of the teachers on this screen, look at their names. These are rock star educators who put their whole life into this system. You think having to keep your word and having a binding agreement with them rocks your flexibility. There's nothing about doing an agreement with Albert or Mary Grace or Ladara or Maribel, Farah any of them. And Clinton and Wendy and the 14,000 that should ever cause you to think I've lost flexibility which you gain is a partnership, which you gain is a spree decor, when you gain is the best in the human record of working together. We are beyond surprised and disappointed. Under the law, we hereby declare impasse. I'm just doing it orally. I'm not staying up to send you a letter. It's done. That's all I need to do under the law. We'll move for a magistrate will ask you to waive it you won't. I suspect we'll pick if you want to pick together on day one. You won't. We'll ask you to get your name to PERC immediately. You'll wait for 14 days, we know. I hope you're all proud of it.

**James Preusser:** I want to respond, but I'll wait. Go ahead, Wendy.

**Wendy Doromal:** I just want to say that the district's plan did not do enough to protect students and teachers, just like the gutted manual, and we're seeing COVID-19 transmission rates hospitalizations increase at alarming rates. We are on national news every night, and we're hearing from the district that they want the right to alter essential safety rules at any time without honoring its agreements, so the only safety promises that this school board is willing to make from what you're saying, are the ones they don't have to keep in we're not okay with that.

**Mark Richard:** We'll continue to bargain with you at any time. As you know, under the law, we're always open to talk.

**James Preusser:** Let me respond. So from the beginning, commentary that I made to all of you at the table was, and I've said it a couple of times, and there were three major issues that we talked about. Term of the agreement. Yes, she did move on the terms of the agreement, but the other two also were major issues. The MOU prevailing over the health and safety procedures manual, the mask mandate. We did move on other items, and maybe it wasn't significant enough for you, but we did move on other items. No, they weren't cosmetic items. But I will tell you. I said this from

the beginning. We cannot agree to something that erodes our management rights. They are normal inherent rights with respect to the operation of the school district. The board has said that. The superintendent has said that. And that's our position, and so many of the things you have asked for in this MOU erodes around our management rights, and we cannot agree to them. So, of course, of course, the district is open to having further discussions with the union. We understand that you're at impasse. And I understand you can verbalize it here at the table. I know you will follow up accordingly if you do follow up when you follow up with your written confirmation. Mark and Wendy, please make sure.

**Wendy Doromal:** We don't need a written one. We told you, but we'll make it the way you like to, in writing.

**James Preusser:** Wendy, ok. In the past, when you sent a letter for impasse because you've done it now four times in a year. You have sent a letter to our Deputy General Counsel, Mr. Palmerini. All I was going to say, Wendy, was that please include him in any correspondence. That's all I was going to say. I have nothing else for the Union.

**Mark Richard:** Jim, I just wish there was a path for all of us. Were protecting management rights was less important to you than protecting safety.

**Wendy Doromal:** And that's what I was just going to say exactly, is that there are no other school districts; I've read the MOU that are coming out every day. And they not only sign extensive, even more than what we have in this very limited MOU, but they also sign off on their protocols or their safety manuals. This district is unilateral, autocratic, and wants to control everything, and it does not provide the safety and protection that our students and employees deserve. Shame on you.

**James Preusser:** We disagree with those assertions.

**Wendy Doromal:** Okay, we're ending this. Thank you.

**Mark Richard:** Good night, everybody.

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**\*\* End of Meeting \*\***

# Appendix

## A