

RESOLUTION OF DISPUTED ISSUE

January 26, 2022

MEMORANDUM OF UNDERSTANDING #7

BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

AND

THE ORANGE COUNTY CLASSROOM TEACHERS' ASSOCIATION

This Memorandum of Understanding (MOU) is made on this 27th day of January 2022 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely operating schools through June 30, 2022. Any agreed upon changes must be in writing and signed by both parties.

The parties agree as follows:

Health and Safety

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work. The District will consider the recommendations of Center of Disease Control and Prevention "(CDC)" and /or local health officials and industry guidance and best practices as appropriate to Florida and Orange County. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge any Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.
2. The District may consider the CDC guidelines for visits by school or classroom visitors or volunteers. Vendors or classroom visitors or volunteers must comply with all other safety protocols, including those established by this MOU.
3. The District will update emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested positive for COVID-19, including but not limited to the following:
 - a) Continuing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID-19 positive individuals.
 - b) Continuing to ensure symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.

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- c) Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19. OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" may be utilized for this purpose provided the OCPS uses reasonable efforts to immediately update all incidents.
- d) Continuing to disinfect the portions and/or all of the buildings as necessary if someone is COVID-19 positive.
- e) Cleaning/disinfecting areas used by the person who is symptomatic and/or COVID-19 positive.
- f) Identification and contact tracing in conjunction with Florida Department of Health (FDOH) in Orange County.
- g) Where there has been an exposure of COVID-19 to students in a school, that school may require COVID-19 testing of all students who are reasonably believed to have been exposed.

Said procedures will be developed in collaboration with local health officials.

- 4. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home to the extent prescribed by FDOH.
- 5. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.
- 6. Bargaining unit employees will have the option to virtually attend any and all meetings, including but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House where legal and possible. Provided, parents may request face-to-face meetings if possible. Virtual meetings may be recorded. Any other administrator communications will be conducted via email.
- 7. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

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

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

The District will provide, if requested, face shields and plexiglass barriers for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. The District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

8. When conducting home visits, bargaining unit employees, including Social Workers, may not be required to enter homes unless entering the home has a legitimate operational need. Home visits will be made utilizing all protective measures.
9. Bargaining unit employees, including Social Workers, Psychologists Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meeting, 504 plans, and parent-teacher conferences virtually or by conference call, if agreed to by the parent(s)/guardian(s).
10. Upon request by any person at the school, face covering will be provided to that person (including clear face coverings at the request of the employee).
11. The District will schedule routine cleaning and disinfection. Use of shared objects (e.g., gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.
12. Teachers will be allowed to have air purifiers in their classrooms or office.
13. The District will make all reasonable efforts to ensure physical distancing guidelines at schools and worksites are observed where feasible. Appropriate signage will be distributed to, and displayed in, schools.
14. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines.

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15. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.
16. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.
17. Live stream instruction and cameras in the classroom are permitted only if the teacher volunteers to grant "listen only" opportunities for student(s) absent due to illness. That a teacher has granted "listen only" opportunities to students on one occasion shall not affect the discretion of that teacher to choose whether or not to grant "listen only" opportunities in the future.
18. Teachers will not be penalized for choosing to maintain any distancing prescribed by FDOH and will not be marked down in their evaluation for not walking around the classroom if doing so would violate such distancing.

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Terms and Conditions:

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; FDOH updates; recommendations from health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees.

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

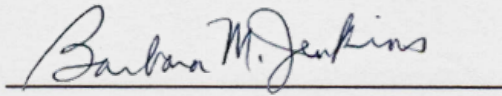
This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

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

Duration:

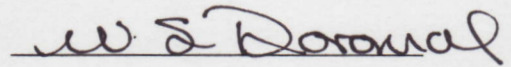
This Memorandum shall commence effective upon execution of this Memorandum and shall sunset on June 30, 2022, unless otherwise mutually agreed to by the parties in writing.

For School Board of Orange County, Florida:



Barbara M. Jenkins
Superintendent

For Orange County Classroom
Teachers Association:



Wendy L. Doromal, President