

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
AND  
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding is made on this \_\_\_ day of \_\_\_\_\_ 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**WHEREAS**, the purpose of this Memorandum of Understanding is to ~~memorialize the parties' agreement regarding July 2020 and the gradual reopening of OCPS Public Schools for the 2020-2021 School Year in a manner consistent with the parties' [date] Principles and Ground Rules for Maintaining Learning Excellence and a Safe Reopening of Schools.~~ enter into a mutual interpretation of the Contract for the 2020-2021 school year as contemplated under Article II, Section J of the Contract Between the School Board of Orange County, Florida and the Orange County Classroom Teachers Association.

**NOW, THEREFORE**, the parties mutually agree ~~on the best practices and safety procedures for the reopening of OCPS schools~~ as follows:

~~The Principles and Ground Rules for Maintaining Learning Excellence and a Safe Reopening of Schools are hereby adopted and incorporated in this section as if fully set forth herein.~~

**Health and Safety**

- ~~1. The procedures contained herein apply to all facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines and updates, the parties' [date] Memorandum of Understanding regarding compliance with the CDC's Phased Plan, and applicable privacy laws and regulations.~~
- ~~2. The District shall implement procedures to reduce capacity on buses, ensure adequate social distancing on school transportation, and perform daily sanitization of school transportation vehicles between every route. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.~~
1. ~~As recommended by the CDC, t~~The District ~~will~~ may conduct daily health checks, including temperature screening and symptom checking of staff and students, before students ~~get on the bus and before students~~ and staff enter each school. The District will provide adequate staffing and resources to ensure that health checks are conducted safely ~~and in accordance with CDC guidelines~~. Bargaining unit employees other than nurses

shall not be required to conduct health checks. **Other positions outside this bargaining unit may assist with temperature checks.** Nurses will be provided with clear guidelines on the proper protocol for temperature checks. ~~As stated by the CDC “[p]ersons who have a fever of 100.4° (38.0°C) or above or other signs of illness should not be admitted to the facility.”~~ The District will also encourage parents and employees to conduct at home temperature checks before coming to school.

2. The District shall limit nonessential school site and classroom visitors **to the extent feasible.** ~~The frequency of walkthroughs will be limited and n~~ **No more than one-two persons** will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors who are deemed essential, including for walkthroughs, must undergo a health check as provided by paragraph **31** of this MOU, and must comply with all other safety protocols 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 do~~ the following:
  - a. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic, including clear guidelines for nurses.
  - b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.
  - c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.
  - ~~d. Informing CTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19. CTA will be provided with a daily update of relevant worksites.~~
  - d. Following CDC guidelines on how to d** ~~Disinfecting the portions and/or all of building as necessary if someone is symptomatic and/or COVID-19 positive. The District will establish clear guidelines for this activity.~~
  - e. Closing out areas used by the person who is symptomatic and/or COVID-19 positive. **The District will establish clear guidelines for this activity.**
  - f. Identification and contact tracing in ~~accordance with CDC guidelines~~ **conjunction with the Florida Department of Health in Orange County.**
  - g. Preparing for targeted school closures where necessary.
  - h. If there has been a confirmed COVID-19 case at a school, the District shall “[d]ismiss the room or building of students and most staff for an initial consultation with local health officials” as recommended by the Florida Department of Education which recognized that this “allows time for the local health officials to

gain a better understanding of the COVID-19 situation impacting the school. This allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.”

Said procedures will be developed ~~in accordance with CDC guidelines and~~ in collaboration with ~~OCCTA and~~ local health officials.

4. Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high risk household members may ~~choose a remote or hybrid~~ indicate a preference for a LaunchED@Home assignment to teach at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand consistent with their regular job duties and certification the District will work to or to be accommodated accommodate those employees at their school site to minimize exposure to the extent feasible, and the District will work with them on their remote status and/or accommodations. The employee shall be guaranteed to return to their same worksite and position.
5. Symptomatic and/or COVID-19 positive employees and students will be required to stay home. Employees may be placed on medical relief of duty up to fourteen (14) calendar days. As recommended by the CDC:
  - a. If an employee or student has had COVID-19 symptoms they may not return to school until they have had three (3) days with no fever, their respiratory symptoms have improved must be symptom free, and it has been at least 10 days since symptoms first appeared must provide a negative test result and/or doctor's clearance to return to school.
  - b. If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved must be symptom free, and they have received one negative test results in a row, at least 24 hours apart and/or doctor's clearance to return to school.
  - c. If any employee or student has had close contact with someone with COVID-19 and/or COVID-19 symptoms they must stay home ~~for 14 days~~ after said contact. The employee or student must provide a negative test result and/or doctor's clearance to return to school.

~~Any employee who is asymptomatic but is required to stay home for the reasons outlined above may request a remote assignment as described in Paragraph 6 of this MOU.~~

6. Any leave associated with COVID-19 ~~will be treated as administrative leave or temporary duty leave paid for by the District~~ will be subject to medical relief of duty, not to exceed fourteen (14) calendar days. Subsequent to the exhaustion of medical

**relief of duty, leave may be paid by Emergency Sick Leave under the Families First Coronavirus Response Act, H.R. Res. 6201. Subsequent to exhaustion of medical relief of duty and Emergency Sick Leave, the employee may use ~~No~~ personal, sick, or unpaid leave ~~shall be deducted from an employee's leave allocation.~~**

**Employees will not be required to report any incident related to COVID-19 to Professional Standards. The employee will notify the Administrator at their worksite who will contact Professional Standards.**

7. The District will follow DOE guidelines for waivers related to making up lost instructional days and time related to COVID-19. **Any change to the calendar and/or workday will be negotiated with the Union.**
8. 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.
9. 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 will be held **virtually consistent in person with required social distancing and face covering or may be held virtually at the discretion of the administrator.** Virtual meetings ~~will not~~ may be recorded. ~~A PLC/team meeting will not be conducted on the same week a faculty meeting has been or is scheduled to be held.~~ Any other administrator communication will be conducted via email.
10. 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, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers **to the extent necessary when other Personnel Protective Equipment cannot be used,** handwashing and sanitizing stations, ~~no touch/foot pedal trash cans~~, 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 ~~and as recommended by the CDC.~~ Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use. ~~If supplies are not available and employees purchase supplies with their own money, they shall be fully reimbursed when receipts are submitted.~~

**The District will provide no touch hand sanitizer at the entrance of schools, inside and outside each classroom, and outside all bathrooms so students and employees can clean their hands upon entering and upon exiting. Where possible, the District will install filtered water bottle filling stations to limit contact and reduce hallway traffic.**

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 ~~and CDC guidelines~~, including face shields, physical/plexiglass barriers, **medical grade** masks, gloves, **biohazard bags for waste/fluids**, and additional supplies as needed.

Teachers who work in ESE self-contained classrooms and are exposed to bodily fluids will be permitted to wear scrubs or casual clothing and will be provided with protective gowns upon request where needed.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists, and will provide plexiglass barriers in their offices and spaces in the event ~~one-to-one~~ student meetings are needed. ~~Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local school administration will coordinate other facilities for use.~~

11. ~~Bargaining unit employees, including Social Workers, will not be required to conduct home visits.~~
11. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists **will may** conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.
12. ~~Pursuant to CDC guidelines, “[f]ace coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.” The District shall establish a clear and clearly communicated policy for who will need to wear face coverings and when face coverings will need to be worn. Employees whose job descriptions do not require increased interaction with students (e.g., employees who work with younger students, ESE students, and students with physical conditions) will be encouraged to remain 6 feet apart from any students who are not wearing face coverings.~~
13. ~~The District will implement guidelines and a schedule for increased routine cleaning, disinfection, and proper sanitation of facilities and equipment including, but not limited to, daily sanitation of all schools, deep cleaning at least once per week, classroom sanitation in between classes, and consistent sanitation of high use surfaces,~~

~~areas, and equipment (e.g., clinics, isolation rooms, offices, bathrooms, water fountains, playground area and equipment, door handles, sink handles, physical education spaces and equipment, and art supplies, and elective classrooms). Use of shared objects and equipment should be limited where possible and adequate equipment will be provided to avoid successive shared use in between cleanings. Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.~~

- ~~14. In accordance with CDC guidelines, the District will ensure that ventilation systems operate properly and will increase circulation of outdoor air as much as possible by opening window and doors, using fans, and other methods. If the circulation of outdoor air is not possible in an individual classroom, the District will provide air purifiers based on the square footage of the classroom.~~
12. The District will require ~~each school to establish protocols to facilitate compliance with CDC guidelines of~~ physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions.
13. ~~All class sizes (including electives and special area classes) will comply with CDC and State guidelines and will be reduced in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 6 feet apart to comply with the same. The teacher to student ratio will not exceed 1:10. The parties acknowledge that certain classes or activities may require additional physical distancing due to increased risk of spread (e.g., chorus, music, dance, physical education). The teacher to student ratio in ESE self-contained classrooms will not exceed 1:6 for K-2, 1:9 for 3-5, and 1:10 for Middle School and High School, except where a lower ratio is required by the State.~~
13. **Lunch**
14. In order to avoid congregation of employees upon arrival and departure from the worksite, and to allow teleworking employees to check in and out, each school will provide an electronic check in/out sheet.
15. ~~The District will encourage and communicate health and safety practices to parents, students, and employees. District wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily~~

~~schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing.~~

16. ~~The District will implement a plan to support the wellbeing and mental health of students and employees and will ensure adequate staffing to administer said plan.~~

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 ~~for reasonable enforcement of safety protocols; the actions of students or parents, such as those who~~ when students refuse to follow instructions to practice safety protocols unless the employee takes no action to correct the noncompliance; 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, after being informed by instructional personnel, will address any student non-compliance with health and safety protocols immediately to protect the safety of all students and staff. ~~Administrators who fail to address non-compliance or other unsafe conditions in a timely manner will be held accountable.~~

#### 17. ~~Mechanisms to Monitor and Enforce~~

17. In accordance with the CBA, employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved. Pursuant to Article VI(K) of the parties' CBA "[n]o employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention." Notwithstanding the foregoing, an employee may not refuse to work based upon a generalized fear of COVID-19, as such activities would be considered willful neglect of duty and may result in forfeiture of compensation.

18. Any changes to the school calendar shall not affect the previously agreed upon starting work date of July 31st for all 10-month Instructional Staff. Any additional pre-planning days shall be used by instructional staff for professional preparation for the school year and adjustments that need to be made for these unique circumstances.

19. Within one week of any return to brick and mortar opening of any kind, the Board will conduct an anonymous survey of instructional staff to verify school compliance and identify concerns surrounding implementation of the provisions of this MOU at their worksite.

### Training

18. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.
19. The District shall provide meaningful training, guidance, and instructional materials ~~on how to select and use appropriate video and other technology platforms and on best practices for remote work and for the delivery of instruction and student support services via distance learning. Training will take place virtually prior to the implementation or modification of distance learning or any remote work for teachers who will be teaching through the LaunchED platform.~~
20. ~~The parties will work together to structure adequate planning days and training time required by this MOU and will review and revise subjects and materials to be covered during planning days to ensure a balanced workload and maximize said training. Subjects and materials that are not time sensitive will be completed at a later date as determined by the parties. The District will provide digital training where feasible.~~
20. District professional development will be made available online to assist staff in completion of requirements for recertification.

#### Distance Learning LaunchED@Home

21. Employees and students who are engaging in distance learning LaunchED@Home will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.
22. Teachers engaging in distance learning LaunchED@Home will be available for students throughout the entire duration of each class but will not be required to be on screen for the entire duration of the class.
23. Regular attendance and grading policies will be followed while engaging in distance learning LaunchED@Home.
24. The District will ensure that employees ~~and students~~ who are engaging in **distance learning LaunchED@Home** have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work. All OCPS students will receive a digital device from their school or from the District. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator.



25. The District will provide employees with **approved** learning platforms to conduct **distance learning LaunchED@Home**. ~~The District will assist employees in selecting alternative education technology platforms and products if they need or desire to use them, including platforms that are suitable to unique educational delivery (e.g. high-quality sound for Music classes) so that the District can verify that they meet applicable security and privacy standards.~~
26. ~~All students, whether or not they are engaging in distance learning, must be able to activate OCPS school accounts without having to be on campus.~~
26. Employees who are engaging in **distance learning LaunchED@Home** will be given the option of conducting it from a classroom.
27. **Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or rooms areas used by bargaining unit employees for concerted activities. Teachers will have control over the activation and deactivation of cameras.**
- Live streaming and cameras will only be permitted during the 2020-2021 School Year unless mutually agreed to by the parties in writing.**
28. **Teachers may record their own lessons at their discretion.**
29. ~~Employees shall be guaranteed the opportunity to return to their same worksite and position.~~
30. ~~Teachers shall not be required to check in or out or provide any logs of their daily activities. Teachers must provide no less than three (3) hours per day during their regular work hours so they can be available for student interaction via email or an online platform. Teachers may be required to provide said time during the day in which they will be available for contract hours by parents and/or students, such information can be provided to parents. Teachers will inform the District if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.~~
31. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of ~~the Union and~~ the employee.
32. When disciplinary action is being considered, recommended action will be based on totality of the evidence, **rather than the video recording(s) in isolation.**

33. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's ~~disciplinary plan and in accordance with State Statute~~ Code of Student Conduct.

Students who record a teacher or whose parent records a teacher, without their knowledge or permission, will be removed from the teacher's class for the duration of the school year upon the teacher's request to the extent feasible.

34. ~~Teachers may disable the video portion of any video platform and use only the audio portion at their discretion (unless required by an IEP and/or 504 Plan for delivery of instruction).~~
35. ~~Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will attempt to contact students and/or parents through email or the online platform of their choice (such as Canvas, Dojo, or Google Classroom). Teachers are not required to use their personal phone.~~

~~If they are unable to reach a parent or student after reasonable attempts have been made, or have any other issues regarding attendance, the teacher will give a list to the principal who will address the situation and the teacher will no longer be responsible for the attendance of student(s)' on said list(s) until contact information is updated and provided to the teacher.~~

~~Teachers who comply with this provision will be held harmless with regard to attendance.~~

36. ~~Teachers will provide students work and grades using professional judgement. Teachers will have discretion over grading and the amount and type of work.~~

~~Teachers shall not be required to provide a grade if no work has been completed by a student. Teachers will not be responsible for submitting grades for work they have not received. Due to concerns regarding in-person support, shared devices, social emotional concerns, and connectivity, teachers will use compassion and common sense in grading, and students will be permitted to make up any missed assignments throughout the grading period.~~

~~Teachers will contact their principal if a student is not engaged in the assigned lessons and assignments, as appropriate and necessary.~~

~~Teachers will not be responsible for delivering or picking up student work packages of students who do not have access to laptops or the internet.~~

~~Teachers who comply with this provision will be held harmless with regard to the grading process.~~

34. Employees shall not be disciplined or held responsible for damage to District equipment unless the equipment is damaged due to the negligence and/or intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate ~~distance learning~~ LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or students. To the extent a teacher is witness to any acts of child abuse, neglect or abandonment while teaching under the LaunchED platform, the teacher will be responsible to report such abuse, neglect or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing ~~distance learning~~ from their home environment LaunchED@Home may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others in the household. Employees shall not be disciplined or held responsible in any way for actions of employees' household members others that might be witnessed or heard by students.
35. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or other matters that arise from ~~distance learning~~ LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

### Workload

36. ~~Upon the gradual reopening of brick and mortar schools as established by the Memorandum of Understanding regarding compliance with the CDC's Phased Plan, the District, in collaboration with CTA, will implement a hybrid approach that includes both on-campus face-to-face and distance learning. Said hybrid approach must include distribution of work responsibilities in a manner that contemplates flexible worksites and work hours, maintains high quality education, and facilitates compliance with CDC guidelines on physical distancing, sanitation, and other safety protocols.~~
36. ~~A~~ Teacher will not be required to perform both on-campus face-to-face and distance learning simultaneously. The parties will negotiate a process to determine teacher assignment of on-campus face-to-face or distance learning that allows for teacher choice where feasible; and teachers who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members will be considered first for available distance learning positions at their worksite.
36. Employees will be notified of their work times, schedule and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.
37. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

38. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments.
39. ~~The District will secure additional trained substitute teachers for absences and associated with COVID-19.~~
40. ~~The District will ensure adequate staffing of teachers, nurses, counselors, school social workers, and school psychologists for a balanced workload and ability to adhere to physical distancing and other safety protocols.~~
40. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum, and The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically in the timeframe required by the lesson plan settlement. autonomy and the opportunity to innovate under challenging and changing conditions. Educators are professionals who practice a complex craft and their understanding of how to deliver curriculum, meet the needs of their students, and build student social and critical thinking must be honored and respected.

~~Teachers will continue to prepare lessons/assignments that address course standards or benchmarks and student accommodations, using the platform of their choice.~~

~~Administrators and principals will abide by the Lesson Plan Settlement Agreement.~~

~~No principal or administrator will mandate schedules for any live lessons or direct teachers to follow specific times for any other daily tasks. The District acknowledges the unique challenges presented by distance learning and understand that teachers working from their homes may also be attending to the needs of their infants, children and other family members.~~

41. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties to the extent feasible.

### Evaluations

42. ~~The parties acknowledge that the current evaluation system is not suited for the unique learning changes generated by the pandemic, including the necessity for a distance learning component and the inability, because of physical distancing, to adequately engage in the complete suite of Domain 1 strategies such as circulating the~~

~~classroom, organizing students into collaborative groups, and enumerated engagement strategies.~~

43. ~~Pending State approval, the District shall waive evaluations for the 2020-2021 School Year.~~
44. ~~In the event that the State requires submission of evaluations for the 2020-2021 School Year, teachers' evaluation scores will be determined by the average District-wide scores for both instructional practice and SLG for the 2018-2019 School Year.~~
45. ~~If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.~~

### Electives

46. ~~Electives, such as art programs and physical education, are uniquely important during these times as they support mental health and instill a sense of awareness, peace, and cultural expression. As such, no electives will be cut during this pandemic.~~

~~The District will implement a plan to provide adequate equipment, as needed, for electives (e.g. instruments; software such Photoshop, Illustrator, and Pixlr, Sketchup, AutoCAD; digital textbooks) to students engaging in distance learning, and to ensure adequate equipment and equipment storage in schools to minimize shared use. Each art classroom will have a non-portable sink.~~

42. ~~Supplies Supply lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in electives from homes. The District will make supply kits available for students and parents financially in need of assistance.~~
43. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing cast size, distanced seating, virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

### Extracurricular Activities

44. ~~The District will implement a plan to comply with CDC guidelines and safety protocols in the administration of extracurricular activities.~~

44. Where feasible, extracurricular activities such as clubs and student organizations ~~will~~may be conducted online.

**Terms and Conditions:**

~~The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein.~~

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

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

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

**Duration:**

This Memorandum shall commence effective from the date of Board approval and shall sunset on ~~June 30, 2021~~ December 30, 2020, School Year unless otherwise mutually agreed to by the parties in ~~the~~ writing.

Executed on this day, \_\_\_\_\_ of \_\_\_\_\_ 2020.