

MINUTES

CTA CBLT

CTA Office

September 13, 2021

In Attendance

LeighAnn Blackmore	District	Laketa Jimenez	CTA	James Preusser	District
Wendy Doromal	CTA	Scott Lindsey	District	Maribel Rigsby	CTA
Matthew Hazel	CTA			Stephanie Wyka	District

Additional Attendees/Guests

Lucia Piva	CTA		
------------	-----	--	--

Minutes

LeighAnn Blackmore	Good Morning Wendy. Jim is rebooting his computer.
Wendy Doromal	Okay. Hi everyone.
James Preusser	Wendy, can you hear me ok?
Wendy Doromal	Yes.
James Preusser	Sorry, I'm next to LeighAnn's computer. Alright. Good Morning Wendy, Good Morning CTA. Thanks for meeting with us today. Wendy, I know we have a couple of tentative agreements we wanted to talk about, how would you like to proceed?
Wendy Doromal	Lucia's gonna put them on the screen.
Lucia Piva	Yeah, so I can put them on the screen. I think there are five articles for us to discuss today. Four of them I think we are ready to TA on. One of those four is nothing substantive, it's just cleanup language. I'll put that one up first. So, someone needs to enable the sharing.
Wendy Doromal	Oh.
James Preusser	I think we have one more Lucia, but I'll let you go through yours first. The Registered Nurses one as well.
Lucia Piva	I'm not familiar with that would be ready but if you guys have a proposal ready, we'll look at it.
James Preusser	Fair enough. So let's get started. Go ahead.
Lucia Piva	So the first one, as I said, is just cleanup language. Can you all see my screen okay?
James Preusser	Yes, we can see it.

Lucia Piva	Okay. So this is just cleanup language that relates to the tentative agreement that the parties entered into regarding negotiations and agreeing to revert to collective bargaining and take out reference to collaborative bargaining throughout. And so this just was a proposal from the District that identifies other places in the contract reference, not substantive. It's just intended to, you know, if we're okay with this one, right. (See Appendix A)
James Preusser	We're in agreement with that, that is basically as we proposed it. It didn't see any other changes on clean up. Great. We are ready to sign it.
Lucia Piva	The next one, Wendy, at any time if I'm missing anything, please feel free to chime in. So here we are with the next one, which was regarding virtual school. For this one, we think there's a lot more that needs to be talked about, especially as it relates to workload and class sizes, but with the understanding that this proposal that is here on the screen is better than status quo. We are ready to ...
James Preusser	It's not on the screen.
Lucia Piva	Oh, it's not...
James Preusser	Sorry
Lucia Piva	Is there anything on the screen?
James Preusser	Just the cleanup.
Lucia Piva	This is referencing...What it does is it is a 13 hour period for within, within which the 7.5 hours of the day has to be held, it calls for training and virtual instruction for newly hired instructors, and it does establish and change some of the numbers of students. And finally, any instructor that is over the class size is 20% these are average enrollment per semester shall be given prorated an additional period of pay supplements. We are in agreement with this with the understanding that we have to have some conversation. (See Appendix B)
James Preusser	We have no objections to that was the substance of most of everything that we had proposed originally is in there and then I think there was a little bit of back and forth. But, I think we're in agreement with that and ready to sign.
Lucia Piva	The next one is Article XIV, Duty Day. Is it on the screen?
James Preusser	It is.
Lucia Piva	Okay. So there's my understanding is just at this point, the way that the proposal reads is memorializing the status quo, that postsecondary teachers have an average daily planning time of at least 50 minutes, 35 minutes, which is continuous. We were still making our discussion, including postsecondary teachers working with high school teachers moving forward, but we are ready to TA on this as well. (See Appendix C)
James Preusser	No objection there. We're ready to move on with that one as well.
Lucia Piva	Next one, and my screen should have up the Appendix A-2 Supplement. (See Appendix D)
James Preusser	Yes, TA #6.

Lucia Piva	So this one is for an added position. And we don't have any objection to the supplement or position that appears to be new, but we did have a lot of discussion regarding another supplement for nursing that we have on the table and that was rejected. I think is very important in this case. That's an issue that's still at impasse for reference. There might be some agreement there. So I will put it...
Wendy Doromal	I just wanted to say something real quick about this, this is for beach volleyball?
James Preusser	It is, for women's beach volleyball.
Wendy Doromal	I would like the District to please be respectful of the union and let us know when they're going to be implementing these or suggesting that these are new positions. We understand this position was advertised in the spring and it was not even brought to us until the summer, so I have a problem with that. And it seems to be a consistent pattern. We're learning about things from teachers or from memos. And these are things that should be bargained. So I'd appreciate if you could give us a heads up and bring it to the table when you receive it before you even advertise the position.
James Preusser	LeighAnn wants to respond to that.
LeighAnn Blackmore	We did not receive any information regarding beach volleyball from FHSAA until the end of April. It was shortly after that, that we brought the proposal forward. I'm not aware of positions being advertised. But certainly I'll be happy to look into that as I did follow-up with the District athletic director and until we were aware that we were moving forward with this TA he had not given any direction to move forward.
Wendy Doromal	Okay, I'll send you the email. It was advertised in the spring. And we were not even made aware that it was even a consideration until it was brought to the table.
LeighAnn Blackmore	It was not a consideration until FHSAA sanctioned it as a sport. We were not even considering it until then.
Wendy Doromal	I will send you the email. I would like to be given a heads up when you're given a heads up on these things that should be bargained. Thank you.
Lucia Piva	Okay, so next article, which I don't believe we're in agreement on at this point. But we want to get some clarification on the District position is and I have on my screen or should have on my screen what is labeled TA #7. This is the District's version of the proposal. And we just wanted to get some clarification on what are the unique proposal the District is having issues with to see if we can work with what we think this just be a fairly simple thing to correct and agree on and hopefully we're able to do that. (See Appendix E)
James Preusser	Specifically, which item?
Lucia Piva	So, the District's rejection of having this be 26 payments divided in equal installments as opposed to a deferred payment. And I think Maribel can explain a little bit more.
James Preusser	OK, we'll listen to it.
Lucia Piva	Yeah, if everyone that is in the room with Maribel needs to be muted and we might hear you a little better. We're getting some feedback.

James Preusser	We are muted, everyone's muted.
Maribel Riggsby	So the District proposal is basically to do defer payments and divide the deferred payments. Ours is for teachers to have the option of splitting their paycheck within 26 installments. And that is, we basically don't know why our proposal will be difficult to do or why just go to the deferred payment.
Wendy Doromal	And just to clarify that would be 26 bi-weekly paychecks with taxes and benefits taken out in each of those paychecks rather than the deferred, correct?
LeighAnn Blackmore	Wendy, what this does is utilizes the current processes in place, programming that is in place, taxes are deducted at the time the monies are earned. And then instead of one large check at the start of summer, it would be that large check will be divided into four checks with no tax deductions.
Wendy Doromal	Yeah, we're not going to agree to this.
Lucia Piva	We'd like to get a sense of what the District's hesitation is with the union proposal.
James Preusser	We have to go back to Payroll. There's an issue with payroll. The hesitation is with the payroll team. So, there could be there could be some systematic issues or other things that they're having issues with. So I'll have to get back with them to verify that, we need to bring them back into the discussion. But this directly came from payroll based on not only the current state, but the programmatic and systematic identifiers that are already in place from a payroll perspective. So I'm going to have to go back to them and see what the issue is. I mean, ramp up time, if there's additional ramp up time needed, or in terms of implementation, there needs to be more time associated with it. That's a question we'll have to ask.
Lucia Piva	This is, remember, it's the 22-23 school year so I think I understand.
James Preusser	I understand. So you're holding on, that you're holding on? You're not moving on?
Lucia Piva	Yeah, that's correct. We don't understand anyway. If there's a real reason why this can't be implemented. We're happy to discuss it. We just need to know all the facts before. We'll follow up on that.
James Preusser	We'll have to follow up with them directly. There's no one here from payroll. There's going to be further topic of discussion today for this particular issue, but I'll try to get back with you.
Lucia Piva	You mentioned that there was one more topic that we thought was...
James Preusser	Yeah, we can pull it up on our screen, give us one moment, this is on Appendix F TA #8. Give us one moment. Wendy, LeighAnn has access to it, pull it up on the screen. Okay. Very good. Thank you. LeighAnn's gonna walk you through it. The one thing that I will say about it is there is no reference to longevity in the proposal; that's not included in this proposal. I think that's an item still at impasse. But there were other items in this proposal that we believe the parties could reach an agreement. We've identified these two items. Go ahead. (See Appendix F)

LeighAnn Blackmore	Sections H and I, the only difference is we do not refer to the District RNs as lead nurses. They are not referred that way by the District. They are District nurses. Similar to resource teacher versus classroom teacher. So that's the only change in Section I but everything else is the same as previously proposed.
James Preusser	So that was the item that we wanted to bring up. That's the additional items we see, any questions?
Lucia Piva	Just so that you can educate me, LeighAnn. So District nurses is synonymous with what had been referred to leave nurses, those are those seven individuals working nurses or additional?
LeighAnn Blackmore	No, there are no such thing as a lead nurse. There are seven individuals who work at the District level as RNs, and that's who that refers to.
Lucia Piva	That was my question for District nurses. Are those seven individuals? Yes. And so I think that there are other proposals that are still an impasse where there are portions of the proposal that maybe there's some agreement on other portions where there isn't I don't think we discussed TAing individual sections of the proposal they need to talk about it. That we'll get back to you on that but we did send a proposal over the weekend that does other than a change to the name District or lead nurse which I'll get back to you on does track with what we will get back to you on it.
James Preusser	Yes, and then my understanding was Wendy wanted to provide some form of a proposal around the mental health curriculum is that right? I want to leave the main table discussion and go to effects. I was ready to do that or you know
Wendy Doromal	We'll pull it up. And, again, I have a concern that the District repeatedly and consistently does not give us a heads up and moves to heck with things that we absolutely should be notified of and be able to bargain
James Preusser	Wendy, you were notified. I mean, don't say that we didn't notify you you got a letter of notification. That's not accurate.
Wendy Doromal	You notified us after you put the whole program in place.
James Preusser	Wendy, we're doing the same thing we did last time. So if the union has a disagreement with that, we're happy to hear it and that's why we're here today.
Maribel Rigsby	So, at this time we have a proposal, the proposal mirrors the one that we signed last year with one change other than the date and it will be number five, last year. Number five, make reference to our letter of understanding. This proposal has the language from the letter of understanding in number five. That's the difference and of course the dates. (See Appendix G)
James Preusser	We understand. I know what you're referencing, Maribel. We had a separate letter that spoke to number five, I have the letter in front of me actually. We'll need to caucus on that and get back with you just so I can review it a little further. And if you can email it to us.
Wendy Doromal	Maribel you want to email that?
James Preusser	So in the meantime, while we're caucusing I think we might be doing a couple things. We'll go ahead and sign these other TAs that we discussed a few minutes ago. And I can get the hard copy to Maribel.

Wendy Doromal	We already have, I already signed
James Preusser	Okay. Very good.
Wendy Doromal	She'll hand it to you, right now.
James Preusser	Okay, very good. That's even better. Thank you. Okay, we'll take a look at those review and sign. And then in the meantime, I need a little time to caucus on that.
Wendy Doromal	So what time would you like to come back?
James Preusser	About 11 o'clock? Okay, okay.
Wendy Doromal	Okay.
James Preusser	Is that okay?
Wendy Doromal	Thank you.
James Preusser	Alright, we'll see you at 11.
CAUCUS	
James Preusser	Lucia, I have a question for you on the method of payment I called on this during the caucus, John Palmerini. I don't know, I guess we're confused. We thought maybe there was an agreement with you guys on that. And there was some...
Lucia Piva	I have some news about that as well. When John sent the TA over there must have been some sort of misunderstanding. Because what I had asked was, what if you can get information from the District on what the difference was between the union and District, if there was any difference, and if you're wondering whether we can just agree on the language, we have a sense and then go back with the team and these things are different to me. So my new goal, I guess, was to get an understanding as to why the District rejected the new proposal or if maybe there was just a misunderstanding as to whether it was...
James Preusser	So okay, very good. So, I went ahead, just based on that conversation, also reached out to payroll. So, we're going to hold right now on that because I need to talk to them further. I understand what the issue was probably certainly do that after this meeting with the hope of coming to some kind of agreement. So for now, I don't have any other answer on that one, except we're going to hold as well because I need more clarification from them. So, John and I are going to be speaking to them. John's already started their conversation.
Lucia Piva	Okay, thank you.
James Preusser	With respect to the MOU for mental health, I think we're there. LeighAnn's gonna present to you some very, very minor changes, I think its nomenclature. Wendy, why are you shaking your head you don't even know what we're going to say.
Wendy Doromal	I'm just fascinated because it's what you signed last year, so whatever.
James Preusser	Well, we need to share so I think you need to give LeighAnn the opportunity to do so. Thank you.

LeighAnn Blackmore	So there's no changes to page one that we're proposing all of that stays the same. The only changes here on the top on page two, with respect to when the sessions will be conducted. That is information that we've already shared. September October, November, January and February. And then you do the change in just how we refer to the course. And that was also reflected in the letter of notification, mental health awareness instruction. So it's been changed here in four, and five. And then we added the word score to make sure it's clear that what we're talking about that it would not be used in the student learning growth score. That's the only changes that we made. (See Appendix H)
James Preusser	So with that being said, and I don't know if you need to talk about that further, but if we look at it, right, we're ready to sign it based on those changes.
Wendy Doromal	Those changes are minor. That's fine.
James Preusser	Okay. Thank you. So that's all I have for today. If you like we'll work with Maribel to get this last MOU.
Wendy Doromal	Okay, so Jim, as you said before, we have to be at the table to sign them all us so please don't leave. Let Maribel get the MOU and you sign it and get it to me.
James Preusser	I already signed it Wendy. I said that at the beginning.
Wendy Doromal	Okay, and send it to me so I can sign it.
James Preusser	Well, I will Wendy when we're done talking. I'll give it to them. You can have a copy of it, of course. And then also, we're going to sign the MOU for mental health awareness. That's what I was saying.
Wendy Doromal	Well, that's what the one I'm talking about. Can you get it ready to sign? Thank you.
James Preusser	We're gonna send it to Maribel so she can print it with the changes we just went over, sign it and then she can send it to you for signature. No problem. All right, anything else further?
Wendy Doromal	No, we just have to sit here and wait till I sign it, I guess. Cause you said before we have to sign at a bargaining session. We can't sign through email.
James Preusser	That's fine. I went ahead and caucused the last time and sign it. That's what we're going to be doing now. Caucusing and signing I'm happy to come back onto the call and let you know that it's signed, that's not a problem.
Wendy Doromal	You don't need to leave just send it to me. I'll sign it and send it
James Preusser	Well, Wendy it doesn't happen that fast. We have to send it to her as well. She has to print it and we'll go from there. That's fine. We'll jump back down because we're gonna step off. Thank you
Wendy Doromal	Lucia. Yeah, am I correct that he said that we could not sign agreements through email we only could sign them face to face at a meeting?
Lucia Piva	Yeah.
Wendy Doromal	Okay, so he wants to change your back again.
Lucia Piva	Well, we're here right, we're waiting here.
Wendy Doromal	We'll just wait here.

CAUCUS	
Wendy Doromal	Yeah, we're here. I didn't get anything from Maribel.
James Preusser	Wendy, it's coming to you in one second. I'm letting you know what we just signed. So we just made all the corrections. I just signed it. I'm handing it to Maribel. I'll wait for your signature to come back. Thank you.
Wendy Doromal	We do have a question.
James Preusser	Sure.
Lucia Piva	Yes. One more question on 26 month payment proposal versus deferred option when you speak with a payroll team, can you also find out whether the District collects any interest on the deferred payment and if so how much.
James Preusser	Alright I've given the document to Maribel, we'll go for now. We're going to go ahead and mute.
BREAK	
James Preusser	Wendy, back on? I have your signed copy, Wendy. I think we're in order everything's in order.
Wendy Doromal	Thank you
James Preusser	And if I can get you answers on the method of payment proposal, I'll follow back up with you. Alright. Have a good day.
Wendy Doromal	You too.
James Preusser	Bye now.

Appendix A

TENTATIVE AGREEMENT #3

Article IV Association Rights, Article VI Working Conditions, Article X Evaluation, Article XVI Salary, Appendix A-2 Supplement Schedule, and Glossary September 13, 2021

ARTICLE IV ASSOCIATION RIGHTS

E. Association Leave

3. Site Association representatives and members of the Association's Board of Directors shall be allowed to leave school at the end of the student day for up to three (3) regularly scheduled meetings per month. **CBLT Bargaining Team** members and **CBLT Joint** Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

ARTICLE VI WORKING CONDITIONS

- L. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the **CBLT Bargaining Team** shall meet in an emergency session to bargain the impact.

ARTICLE X EVALUATION

- J. The Evaluation Committee ~~of the Collaborative Bargaining Leadership Committee (CBLT):~~

ARTICLE XVI SALARY

B. Differential Pay

4. Supplement Handbook
 - a. The Board shall publish and post a Supplement Handbook on the **CBLT**-websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.

APPENDIX A-2 SUPPLEMENT SCHEDULE

An employee holding a supplemented position may voluntarily relinquish the position provided s/he notifies the administrator at the earliest possible date. The administrator will notify the employee as soon as feasible if the

TENTATIVE AGREEMENT #3

Article IV Association Rights, Article VI Working Conditions, Article X Evaluation, Article XVI Salary, Appendix A-2 Supplement Schedule, and Glossary September 13, 2021

employee will be terminated in the supplemental position. If the supplement receiver is terminated, the reason(s) will be provided upon request.

If an employee resigns the supplemental duty late or separates from it early, or for any other reason cannot complete all of the requirements to receive the full supplement, s/he shall be paid a prorated amount based on the period of time during which the supplement duties were performed.

Supplements for assistant coaches shall be two-thirds of the corresponding rate for coaches in the same sport.

When coaching both the boys' and girls' team of the same sport, a coach shall be paid full supplements for both sports upon the recommendation of the administrator and approval by the **District Office for Athletics**.

Coaches may obtain approved Department of Education coaching endorsement either through in-service points or equivalent college credit. Supplemental pay adjustments shall be retroactive to the beginning of the school year in which the endorsement is earned.

Athletic directors may be granted an amount of time equivalent to at least one teaching period per day to perform those duties, which cannot be accomplished after the duty day.

~~The District and the Association shall continue working through its joint supplement committee. The committee shall submit its recommendations to CBLT.~~

The parties agree that supplements may be expanded or added to the Contract to fulfill requirements for Other Interscholastic Athletic Opportunities. If a new supplement is added, the parties will meet to negotiate the amount.

GLOSSARY

~~CBLT—An acronym for Collaborative Bargaining Leadership Team. It is comprised of an equal number of representatives and members from both the Classroom Teachers Association and the District's management team who are charged with the responsibility of negotiating, on behalf of both parties, the working contract for teachers.~~

~~Committees of the CBLT—CBLT committees field issues and concerns from the CBLT. The committees research the issues, collect background data and propose possible language and report back to the CBLT. See Article IV.M.1.~~

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix B

TENTATIVE AGREEMENT #4
Appendix H Orange County Virtual School Instructional Personnel
September 13, 2021

APPENDIX H
ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

- A. Instructors are assigned in a full-time status to OCVS.
1. Instructors shall have a 7.5 hour duty day within a ~~twelve~~ thirteen hour period.
 - a. The ~~twelve~~ thirteen hour period shall be from ~~8:00~~ 7:00 am to 8:00 pm
 - b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm.
 - c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.
 - d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.
 2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OCVS instructors are to use the planning period primarily for preparations.
 3. Newly hired instructors, prior to being assigned his/her first virtual instruction course, must be provided training on virtual instruction through the professional learning program established by OCVS and/or its partners.
- B. Preparations are based on the number of instructors and the number of students per instructor. As the number of teachers and students increase, the number of preparations shall decrease accordingly. The parties shall meet annually to agree on the number of preparations assigned to each teacher.

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

TENTATIVE AGREEMENT #4
Appendix H Orange County Virtual School Instructional Personnel
September 13, 2021

<u>Elementary Level Class Size Chart</u>	
<u>Grade Level Range</u>	<u>Average Number of Students per Semester</u>
<u>K-3</u>	<u>35</u>
<u>4-5</u>	<u>40</u>
<u>Elective/Specials</u>	<u>180</u>

<u>Secondary Level Class Size Chart</u>	
<u>Number of Curriculum Preps</u>	<u>Average Number of Students per Semester</u>
<u>1</u>	<u>180</u>
<u>2</u>	<u>165</u>
<u>3</u>	<u>150</u>
<u>4 or more</u>	<u>135</u>

- C. **Any Instructor that is over the class cap by 20% based on average active weekly enrollment for the semester shall be given an prorated Additional Period Pay supplement.**

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix C

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

ARTICLE XIV

DUTY DAY

- A. Except as otherwise provided in this Contract, the employee duty day shall be seven hours and 30 minutes including a duty-free lunch, or 37 ½ hours per week total.
- B. As part of an ongoing program of school improvement, and in recognition of individual schools' needs to be given increased responsibility for site-based decision making, the parties agree to the following relating to the employee duty day:
 - 1. The duly elected Faculty Advisory Committee and the administrator, with input from the school staff may mutually agree on scheduling arrangements for teachers to include, teaching load(s), student contact time, planning time, duty time, extended-duty assignments, compensatory time, coverage of classes in lieu of using substitutes, scheduling of elementary teachers, the use of flexible time blocks, common planning time, end of course testing schedules, scheduling of special area teachers and the implementation of any mandated school wide programs which affect any of the provisions found in this article. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers to this process for consideration.
 - 2. Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. The agreement(s) shall remain in effect until the end of the school year. The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.
 - 3. In the absence of mutual agreement, the following provisions shall apply to those areas where such agreement cannot be reached:
 - a. When an emergency situation arises, an extended duty assignment beyond the regular duty day may be made. When such becomes necessary, volunteers shall be sought first. If no one volunteers, consideration shall be given to the employees' personal commitments

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

which cannot be rescheduled. Employees so assigned shall be allowed to take an equal amount of time off during non-student contact time, within ten duty days or at a time mutually agreeable between the teacher and the principal. Employees may receive time off for voluntarily participating in school activities occurring outside of their regular workday.

- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

use the restroom may call the office at any time of the day to receive relief without a delay.

- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle and high school teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. Post-secondary teachers shall have an average daily planning time of at least 50 minutes, at least 35 of which shall be contiguous.

Planning time shall be used for purposes of preparation, which may also include conferences with parents, administrators, or other teachers, and/or giving special assistance to students. A teacher shall not be restricted to remain in a particular area of the school during his/her planning time; however, this provision does not apply to common planning time. A reasonable effort shall be made by the administrator to provide a special area for planning. Schools shall provide a common planning time once a week for instruction.

Teachers who assume additional teaching or duty assignments or have rotational assigned supervision during the student day may not necessarily be guaranteed the planning time outlined above.

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.

The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, where possible. Upon written request from the Union, the District will notify the Union of the reason for not providing a long-term certified substitute within twenty (20) duty days of the written request.

- 1. In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

for another teacher, however, classified staff and non-classroom teachers should be used to cover classes prior to resorting to splitting classes.

2. The definition of emergency is a sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation. Examples include, but are not limited to, a sudden unexpected and severe medical event at school, or when a teacher has a family crisis during the school day requiring his/her immediate attention.
 3. It is not an emergency when:
 - a. a teacher arrives late due to reasons such as illness, car problems, or traffic and misses less than a quarter day of work;
 - b. a teacher needs one or two periods of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
 - c. a teacher leaves early due to a doctor's appointment;
 - d. a Kelly Services substitute arrives after the start of a work day; or
 - e. teachers are released to attend professional development either off-site or onsite.
 4. School administrators are precluded from cancelling substitutes and will be notified of such limitation on their authority.
 5. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.
- D. Media centers in all schools shall observe a flexible schedule.
- E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.

1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
 2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
 3. If district-wide ratios for students to social workers not assigned to schools exceed the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
 4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (v) in and out upon arrival and departure from their work site.
- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.
- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.
- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
 - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

- a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
 - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.
 - c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.
2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.

TENTATIVE AGREEMENT #5

Article XIV Duty Day

September 13, 2021

- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020-21, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.
- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix D

TENTATIVE AGREEMENT #6
Appendix A-2 Supplement Schedule and Supplement Handbook
September 13, 2021

See Appendix A-2 Supplement Schedule and Supplement Handbook (Laned High School Athletic Supplement Rates) on the following pages.

TENTATIVE AGREEMENT #6
Appendix A-2 Supplement Schedule and Supplement Handbook
September 13, 2021

(Non-Endorsed)					(Endorsed)				
	0-3	4-6	7-14	15+		0-3	4-6	7-14	15+
Athletic Management					Athletic Trainer, Certified	6451	7224	7999	9031
Athletic Trainer, Certified	5160	5779	6399	7224	Athletic Director CAA	5408	6056	6705	7571
Athletic Director	3035	3400	3765	4250	Athletic Director	3795	4250	4705	5313
Asst. Athletic Director	1518	1700	1882	2125	Asst. Athletic Director	1897	2125	2353	2656
Athletic Business Mgr.	2024	2267	2509	2834	Athletic Business Mgr.	2530	2834	3136	3541
Group II					Group II				
Football	3162	3541	3953	4427	Football	3795	4250	4743	5313
Football Asst.	2108	2362	2635	2952	Football Asst.	2530	2834	3162	3541
Group III					Group III				
Basketball	2530	2834	3162	3541	Basketball	3035	3400	3795	4250
Basketball Asst.	1686	1889	2108	2361	Basketball Asst.	2024	2267	2530	2834
Group IV					Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling,	2261	2482	2748	3102	Baseball, Softball, Soccer, Swimming, Track, Wrestling	2770	3102	3435	3878
Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1477	1654	1832	2068	Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1847	2068	2290	2585
Group V					Group V				
Spirit Cheerleading, Volleyball	1834	2055	2293	2568	Spirit Cheerleading, Volleyball	2201	2465	2751	3082
Competitive Cheer	918	1028	1146	1284	Competitive Cheer	1101	1233	1376	1541
Spirit Cheerleading Asst., Volleyball Asst.	1223	1370	1529	1712	Spirit Cheerleading Asst., Volleyball Asst.	1468	1644	1834	2055
Competitive Cheer Asst.	612	685	764	856	Competitive Cheer Asst.	734	822	918	1028
Group VI					Group VI				
Flag Football, Lacrosse	1760	1972	2184	2465	Flag Football, Lacrosse	2201	2465	2730	3081
Flag Football Asst., Lacrosse Asst.	1054	1180	1317	1476	Flag Football Asst., Lacrosse Asst.	1265	1416	1581	1771
Group VII					Group VII				
<u>Beach Volleyball</u> , Crew, Rhythmic Gym, Water Polo	1457	1632	1807	2040	<u>Beach Volleyball</u> , Crew, Rhythmic Gym, Water Polo	1821	2040	2259	2550
<u>Beach Volleyball Asst.</u> , Crew Asst., Rhythmic Gym Asst., Water Polo Asst.	971	1088	1204	1360	<u>Beach Volleyball Asst.</u> , Crew Asst., Rhythmic Gym Asst., Water Polo Asst.	1214	1360	1506	1700
Group VIII					Group VIII				
Cross Country, Tennis, Golf, Weightlifting	1170	1310	1463	1638	Cross Country, Tennis, Golf, Weightlifting	1404	1573	1755	1965
Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	780	873	975	1092	Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	936	1049	1170	1311
Group IX					Group IX				
Special Olympics, Sports	1760	1972	2184	2465	Special Olympics, Sports	2201	2465	2730	3081
Group X					Group X				
Bowling	941	1054	1246	1522	Bowling	1176	1317	1496	1827
Bowling Asst.	627	702	830	1015	Bowling Asst.	784	897	997	1217

TENTATIVE AGREEMENT #6
Appendix A-2 Supplement Schedule and Supplement Handbook
September 13, 2021
Laned High School Athletic Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	4-6 Years	7-14 Years	15+ Years		0-3 Years	4-6 Years	7-14 Years	15+ Years
Athletic Management					Athletic Management				
Athletic Trainer, Certified	5160	5779	6399	7224	Athletic Trainer, Certified	6451	7224	7999	9031
					Athletic Director, CAA	5408	6056	6705	7571
Athletic Director	3035	3400	3765	4250	Athletic Director	3795	4250	4705	5313
Asst. Athletic Director	1518	1700	1882	2125	Asst. Athletic Director	1897	2125	2353	2656
Athletic Business Mgr.	2024	2267	2509	2834	Athletic Business Mgr.	2530	2834	3136	3541
Group II					Group II				
Football	3162	3541	3953	4427	Football	3795	4250	4743	5313
Football, Assistant	2108	2362	2635	2952	Football, Assistant	2530	2834	3162	3541
Group III					Group III				
Basketball	2530	2834	3162	3541	Basketball	3035	3400	3795	4250
Basketball, Assistant	1686	1889	2108	2361	Basketball, Assistant	2024	2267	2530	2834
Group IV					Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling	2261	2482	2748	3102	Baseball, Softball, Soccer, Swimming, Track, Wrestling	2770	3102	3435	3878
Baseball Asst, Softball Asst, Soccer Asst, Swimming Asst, Track Asst, Wrestling Asst	1477	1654	1832	2068	Baseball Asst, Softball Asst, Soccer Asst, Swimming Asst, Track Asst, Wrestling Asst	1847	2068	2290	2585
Group V					Group V				
Spirit Cheer, Volleyball	1834	2055	2293	2568	Spirit Cheer, Volleyball	2201	2465	2751	3082
Competitive Cheer	918	1028	1146	1284	Competitive Cheer	1101	1233	1376	1541
Spirit Cheer Asst, Volleyball Asst	1223	1370	1529	1712	Spirit Cheer Asst, Volleyball Asst	1468	1644	1834	2055
Competitive Cheer Asst	612	685	764	856	Competitive Cheer Asst	734	822	918	1028
Group VI					Group VI				
Flag Football, Lacrosse	1760	1972	2184	2465	Flag Football, Lacrosse	2201	2465	2730	3081
Flag Football Asst, Lacrosse Asst	1054	1180	1317	1476	Flag Football Asst, Lacrosse Asst	1265	1416	1581	1771
Group VII					Group VII				
<u>Beach Volleyball.</u> Crew, Rhythmic Gymnastics, Water Polo	1457	1632	1807	2040	<u>Beach Volleyball.</u> Crew, Rhythmic Gymnastics, Water Polo	1821	2040	2259	2550
<u>Beach Volleyball Asst.</u> Crew Asst, Rhythmic Gymnastics Asst, Water Polo Asst	971	1088	1204	1360	<u>Beach Volleyball Asst.</u> Crew Asst, Rhythmic Gymnastics Asst, Water Polo Asst	1214	1360	1506	1700
Group VIII					Group VIII				
Cross Country, Golf, Tennis, Weightlifting	1170	1310	1463	1638	Cross Country, Golf, Tennis, Weightlifting	1404	1573	1755	1965
Cross Country Asst, Golf Asst, Tennis Asst, Weightlifting Asst	780	873	975	1092	Cross Country Asst, Golf Asst, Tennis Asst, Weightlifting Asst	936	1049	1170	1311
Group IX					Group IX				
Special Olympics, Sports	1760	1972	2184	2465	Special Olympics, Sports	2201	2465	2730	3081
Group X					Group X				
Bowling	941	1054	1246	1522	Bowling	1176	1317	1496	1827
Bowling, Assistant	627	702	830	1015	Bowling, Assistant	784	897	997	1217

Footnotes:

1. These supplements are designed for utilization in conjunction with a primary teaching job.
2. These supplements cannot be split.

TENTATIVE AGREEMENT #6
Appendix A-2 Supplement Schedule and Supplement Handbook
September 13, 2021

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix E

TENTATIVE AGREEMENT #7

Article XVI Salary

September 13, 2021

ARTICLE XVI

SALARY

F. Method of Payment

1. ~~Ten-month~~ Employees shall be paid biweekly ~~beginning~~ on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. ~~Two~~ One payments per year will be for eight days ~~each~~ and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.
 - a. Starting with the 2022 – 2023 school year, ten-month (10) employees shall be provided the option of receiving their paychecks in one of the following two (2) ways:
 - 1) The employee will be paid bi-weekly in twenty-two (22) installments.
 - 2) The employee will be paid bi-weekly in twenty-six (26) installments, if requested. These employees shall be placed on deferred pay status and a percentage of the employee's pay will be reserved for payment after the final paycheck of the year. These employees shall receive their regular salary in twenty-two (22) biweekly installments, and the remaining reserved net money shall be divided by four (4) and paid bi-weekly during the summer months.
- ~~2. If requested on or before the last day of preplanning, ten-month teachers who receive their paycheck in twenty-two (22) installments, shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.~~
3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct

TENTATIVE AGREEMENT #7

Article XVI Salary

September 13, 2021

deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.

5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
 - a. Payment for high school winter sports will begin in November and for spring sports in February.
 - b. Payment for middle school sports will begin the month following the beginning of each sport season.
 - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.
9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix F

TENTATIVE AGREEMENT #8
APPENDIX F Registered Nurses
September 13, 2021

APPENDIX F
REGISTERED NURSES

- A. The following articles and sections are not applicable to registered nurses:
1. Article VI, Section Q.6.
 2. Article VII
 3. Article VIII, Sections A - I., N., Q., R.
 4. Article IX, Sections B., C., D., and G.8. and 12.
 5. Article X, Sections A., B., C, D., E., H. K.2.
 6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
 7. Article XV, Sections F., G., and H.
 8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
 9. Article XVII, Sections H. and O.
 10. Article XVIII, Section E.1.
- B. The work year for registered nurses shall be 197 days including six paid holidays.
- C. Any employment beyond the 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.
- D. The probationary period shall be for three years, in accordance with the following:
1. During any of the first three years of employment, termination shall be for cause only.
 2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.
- E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.

TENTATIVE AGREEMENT #8
APPENDIX F Registered Nurses
September 13, 2021

- F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.
- G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.
- H. **Nurses who are asked to cover school clinics in lieu of a substitute nurse will receive the average rate of pay for an agency registered nurse to cover a school clinic.**
- I. **The Board shall provide equipment and supplies to aid the District nurses in the performance of their duty to train clinic and school staff to provide safe and reliant care to students.**

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix G

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 September 2021, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the roles of Instructional Personnel* as they relate to Rule 6A-1.094121 Mental and Emotional Health Education.

WHEREAS, Rule 6A-1.094121 establishes Mental and Emotional Health Education for grades 6-12.

WHEREAS, Rule 6A-1.094121 provides that:

“School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse.”

WHEREAS, Rule 6A-1.094121 also provides that:

“By December 1 of each year, each school district must submit an implementation plan to the commissioner at MentalHealthEducation@fldoe.org and post the plan on the school district website. The implementation plan must include:

- (a) The specific courses in which instruction will be delivered for each grade level;
- (b) The professional qualifications of the person delivering instruction; and
- (c) A description of the materials and resources utilized to deliver instruction.”

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as “A certified employee of the bargaining unit” and covers all instructional personnel.

provided content. Student generated written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of October, November, January, February and March.

3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team for the purposes of providing input and feedback for consideration.
4. To offset the time required to be spent in preparation for Mental and Emotional Health instruction, High School teachers who deliver the session will be released with students on the day of their presentation and the Friday following their presentation. Middle School teachers will arrive at 9:00 am on the day of their presentation and the Friday following their presentation.
5. Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the calculation of the Student Learning Growth.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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.

This represents the full and complete understanding of the parties as it relates to the Mental and Emotional Health Education. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2022.

Dated this _____ of September 2021.

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.

Appendix H

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 September 2021, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the roles of Instructional Personnel* as they relate to Rule 6A-1.094121 Mental and Emotional Health Education.

WHEREAS, Rule 6A-1.094121 establishes Mental and Emotional Health Education for grades 6-12.

WHEREAS, Rule 6A-1.094121 provides that:

“School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse.”

WHEREAS, Rule 6A-1.094121 also provides that:

“By December 1 of each year, each school district must submit an implementation plan to the commissioner at MentalHealthEducation@fldoe.org and post the plan on the school district website. The implementation plan must include:

- (a) The specific courses in which instruction will be delivered for each grade level;
- (b) The professional qualifications of the person delivering instruction; and
- (c) A description of the materials and resources utilized to deliver instruction.”

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as “A certified employee of the bargaining unit” and covers all instructional personnel.

provided content. Student generated written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of September, October, November, January, and February ~~and March~~.

3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team for the purposes of providing input and feedback for consideration.
4. To offset the time required to be spent in preparation for Mental ~~and Emotional~~ Health Awareness instruction, High School teachers who deliver the session will be released with students on the day of their presentation and the Friday following their presentation. Middle School teachers will arrive at 9:00 am on the day of their presentation and the Friday following their presentation.
5. Instructional personnel teaching Mental Health ~~Curriculum~~ Awareness instruction shall not be observed for evaluation purposes during Mental Health Awareness ~~course~~ instruction. The five-hour course will not be used for the calculation of the Student Learning Growth score.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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.

This represents the full and complete understanding of the parties as it relates to the Mental and Emotional Health Education. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2022.

Dated this _____ of September 2021.

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.