

# MINUTES

CTA CBLT

CTA Office

March 30, 2021

## In Attendance

Nicholas Anderson	CTA	Alex Heidelberg	District	James Preusser	District
LeighAnn Blackmore	District	Laketa Jimenez	CTA	Maribel Rigsby	CTA
Doreen Concolino	District	Daphne Lewis	CTA	Ladara Royal	CTA
Albert Davies	CTA	Scott Lindsey	District	Elizabeth Silva	District
Wendy Doromal	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Farrah Hawkins	CTA	John McHale	District	Stephanie Wyka	District
Matthew Hazel	CTA	Megan Oates	CTA		

## Additional Attendees/Guests

Lucia Piva	CTA	Donna Williams	District	
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## Minutes

<b>Wendy Doromal</b>	Good Morning.
<b>James Preusser</b>	Good Morning Wendy.
<b>Wendy Doromal</b>	Hi Jim.
<b>James Preusser</b>	How are you doing today?
<b>Wendy Doromal</b>	Fine, thank you.
<b>James Preusser</b>	Good, good.
<b>Wendy Doromal</b>	We should probably start in another minute with introductions because we have a new member.
<b>James Preusser</b>	That'd be fine. I do as well
<b>Wendy Doromal</b>	No, that's what I meant. I was talking about you.
<b>James Preusser</b>	I thought you maybe had one too. You never know. Give me one second. Alright, Good Morning Wendy, Good Morning CTA.
<b>Wendy Doromal</b>	Good Morning.
<b>James Preusser</b>	I think introductions are appropriate here. Do you want to go ahead and start Wendy? Do you want me to introduce the new member?
<b>Wendy Doromal</b>	Sure, that would be great.

<b>Scott Lindsey</b>	Good morning all. My name is Scott Lindsay. I'm from the great state of Tennessee. Originally born and raised in Chattanooga, and most recently lived in Nashville, Tennessee. And I've worked with school systems now for a little over eight years. Started working in school systems with Metro Nashville Public Schools as the Employee Relations and Labor Relations Director. And then most recently, I was at a smaller rural school district in Tennessee called Maury County Public Schools which is in Columbia, Tennessee. It's about 60 miles from Nashville, and I was the HR director there. And previously in those over those roles, I had, you know, pretty positive relationships with members of the Union. Because I know we all have a common goal to get children educated and to have our teachers paid and treated fairly and appropriately. And so, you know, that is a goal of mine. Sometimes we have different ways of getting to, to that goal. I'd say one interesting thing about me is my mother was a teacher. She was a teacher for 33 years. And when I got into this, this business, she was always a union member. And she said always be nice to the union, son, you know how you were raised? So hopefully, you know through this process and the working here, we can work on things together accomplish things together. There may be differences of opinions, but hopefully we can do that civilly and fairly and I'm just looking forward to meeting and working with all of you and accomplishing great things for this community. So with that, I'll be quiet.
<b>James Preusser</b>	Thank you.
<b>Wendy Doromal</b>	Thank you so much and welcome. It's so nice to meet you, Mr. Lindsey.
<b>Scott Lindsey</b>	Thank you.
<b>James Preusser</b>	Thank you, Wendy. How would you like to proceed? I know. Obviously, we have our MOU that we signed and came to an agreement with yesterday for summer school. I'm very pleased to know that we were able to achieve that agreement. I know the Superintendent is as well. So thank you very much for your partnership with
<b>Wendy Doromal</b>	Yeah, we're really pleased to so we heard the teachers are relieved and pleased to be heard back from some of our members. So that was very, um, I think we were waiting for you to send us something on negotiation article, we could do main table first and then go to impact.
<b>James Preusser</b>	That would be fine. I talk about the negotiations procedures is actually two proposals. There's a duration provision or duration proposal that Lucia sent. I don't know if she's on.
<b>Wendy Doromal</b>	She's going to be a little late, but I can get to that. We did do some revisions because the names are outdated. We could get the correct names from you and put it together.
<b>James Preusser</b>	Okay, that's fine. I think that I think that agreement or that provision, the duration provision ties directly to the negotiations procedures provision. I will tell you that I know you sent me the updated version late Thursday. I'm actually still working with the Superintendent and the CFO. On the language. I know you did make some concessions and it did narrow the scope, but I do appreciate your movement on that. You definitely tied some language. I don't know if you want to bring it up on the screen. You want to bring up the proposal on the screen.

<b>Wendy Doromal</b>	Okay. Maribel, do you have that you could bring it up. I don't know if we have the latest one because Lucia's not here right now.
<b>James Preusser</b>	You sent it to me on Thursday at 3:49 PM. Want me to forward it to you?
<b>Wendy Doromal</b>	Maribel would have it. Let me make sure I let everyone share the screen. Yep. Okay.
<b>James Preusser</b>	3:25. Thank you. Alright, Maribel's bringing it up for us.
<b>Wendy Doromal</b>	All right, and I just want to say all the budget documents that we're asking for are documents that this District is required to submit to the state. Those aren't things so we should have to record request or you have to go look for you have it those are easily possible documents.
<b>James Preusser</b>	I understand your position. But again, it's definitely something that I had to review with both the Superintendent and CFO so that that discussion has started. It has not finished at this point. So we're still discussing...
<b>Wendy Doromal</b>	So when do you expect it to be finished.
<b>James Preusser</b>	I hope to have an answer for you to see. Okay.
<b>Wendy Doromal</b>	Then again, you said you should have an answer for us by Friday
<b>James Preusser</b>	I said I would hope to have an answer for you just remember there were multiple proposals that you gave to me. We did get an agreement on the MOU, which I think was a pretty big deal. I know that you felt like, you know, I think you use the term that was a no brainer, but there was a lot of discussion that happened in terms of what would stay and what would actually go in that proposal. So again, I think we were able to achieve that. We wanted to prioritize that first because obviously that's top of mind for everyone right now. Currently, I think we're very close on this proposal, Wendy and negotiations procedures. It's just that last section that I'm working on, if I can get you something, even later today, I will but I think more discussion that needs to happen. And again, that stuff has to go through the appropriate leadership team members within the organization. So I don't make that decision, but I do have the conversation. As I said, I do appreciate the fact that you did make movement and you've narrowed the scope. So thank you.
<b>Wendy Doromal</b>	Well, maybe we should scroll to that part. We pretty much agreed on everything else.
<b>James Preusser</b>	We have in that proposal. I think we're at that last section.
<b>Wendy Doromal</b>	It's the budget part.
<b>James Preusser</b>	On the last page, at least second to last.
<b>Wendy Doromal</b>	Right here. Yep. Alright.
<b>James Preusser</b>	So do you want to walk us through the proposal?
<b>Wendy Doromal</b>	Maribel? Can you do that? I'm having a hard time seeing it because it's a little bit covered by people
<b>Maribel Rigsby</b>	Can you hear me one day?
<b>Wendy Doromal</b>	Sure. No, I can.

<b>Maribel Rigsby</b>	Okay, perfect. So these are the documents that after we both fair on we as on our side, he sorted documents. Therefore, we feel that will help us be a better way of negotiating in the future and our documents that the District has to submit to the state as we understand it. So we feel that these are documents that shouldn't be that difficult for the District to actually send us because they already have to be submitted. And they already the District will have them so shouldn't be that difficult to send those. If you want to add anything Wendy? (See Appendix A)
<b>Wendy Doromal</b>	No. These are routine documents that are sent to the state and we could we are just asking to be copied on them or whatever is easiest. It's very easy to copy someone.
<b>James Preusser</b>	We understand your position Wendy. Like I said, once I have an opportunity to get confirmation from senior leadership in the organization, you will get a counter from me or a response. I hope to have that done this week.
<b>Wendy Doromal</b>	And I do want to remind that yesterday the last time we had a negotiation of salaries not last year because that was mandated by the State, but we did have to pay over \$6,000 to get documents that I believe could have been easily given to us or we could have been copied on. So we don't want to go through that again. I think that's a little asking little much.
<b>James Preusser</b>	Well, Wendy, I certainly understand your point. I will point to a provision in the agreement. Under information. It's on page 19. I was actually reading this today. It says the Board shall provide the association access to public records not exempted by Florida Statute, Statutes at mutually agreeable time with a staff member present. Copies of said materials if requested shall be provided at a cost or specified elsewhere in this contract. So listen, I think that you know, what you've provided here in the form of this proposal. We're certainly considering it. And I think at this point in time, once we have a final determination of our position you will hear from me. I just don't have an update. Okay.
<b>Wendy Doromal</b>	Yeah. And of course we would ask for this if you don't agree at the budget committee meetings anyway. That's what the meetings are for, for you to explain the budget to myself.
<b>James Preusser</b>	Yeah, I understand one way or another.
<b>Wendy Doromal</b>	We have to have the documents. It makes more sense to me to give it to us when you give it to the state.
<b>James Preusser</b>	I understand.
<b>Wendy Doromal</b>	Okay so next thing we had was we were talking last time we gave you on February 26, questions about the high school initiative, and we're still waiting for those answers. We gave you all our questions that the District asked us for so we want to stress that we're waiting for answers. And then the next thing we had was impact unless you had something else.
<b>James Preusser</b>	I just respond to the high school one if you don't mind. So I know like I said the last time there's a grievance. I agree you did just provide us with information I believe yesterday in regards to some evidence you felt that may have violated the agreement. So with that being said, that's being reviewed, and at this point, that's

	all I can say in regards to that. As far as the answers to the questions that you asked those will be given to you this week. We will get those to you this week.
<b>Wendy Doromal</b>	We heard that last week, too. And I do want to say that at the last bargaining meeting, I reviewed all that evidence too I went over point by point and this time we gave it to you in writing the physical documents.
<b>James Preusser</b>	Yes, I understand. There's a difference between verbal versus written you know that so I was nice for you to send it to us because, like I said, I need to actually see it and review it. I do appreciate you sending it to us. And we will review it and I will get back with you.
<b>Wendy Doromal</b>	Okay.
<b>James Preusser</b>	You will get answers to the questions this week.
<b>Wendy Doromal</b>	Thank you. And for main table we don't have anything else at this point. Does the District?
<b>James Preusser</b>	I do not. Not right now.
<b>Wendy Doromal</b>	For impact bargaining. I do want to say that for since last year, we told you that we felt there should be a stipend for those teachers teaching hybrid. They're under extreme stress. So you asked me at several bargaining meetings to get you the MOU that the other district did have for their hybrid, and we did get it and so we have that MOU from Volusia that you requested and we also have our own proposal that we wanted to present to you if Maribel could bring it up
<b>James Preusser</b>	Wendy, may ask a question just so that I'm clear. Number one, I do appreciate you getting the other information from the other districts. But are you saying that we just signed an MOU yesterday? And obviously LaunchED/hybrid is ending on May 31. Or what is I guess I'll wait for the proposal, I guess I'll wait to hear the proposal. Okay, I'll hold my questions until then.
<b>Wendy Doromal</b>	Okay. And Maribel will go over this and then our bargaining team members would each like to comment on it. Can everyone see it?
<b>James Preusser</b>	I can see it maybe just we can see we can see on the screen. Just so I can, if you can send it to us electronically. That'd be great. Doesn't have to be right now maybe later. Thank you.
<b>Maribel Rigsby</b>	So this modeled after the MOU that you received from Volusia and it says that in the whole sentence implies who it is for, it is for teachers are assigned to teach remote and in person students simultaneously on a regular basis on a regular or repetitive basis. That's what we know as the hybrid teachers. And the one time the payment will be 500 for each quarter 20-21 school year and I know that there are team members that would like to speak. (See Appendix B)
<b>Wendy Doromal</b>	Maribel, maybe you could call on a team members to speak. Thank you.
<b>Maribel Rigsby</b>	Nick, do you want to start
<b>Nicholas Anderson</b>	I guess one of the things to think about is, you know, beginning of the year, we this idea was proposed from this whole board about this library instruction the way to get around thing. The year of doing this hybrid instruction has without question been the most typical year of teaching and 15 years of my being an educator and I

think everybody I know people will talk longer than me, unless this has absolutely been the most difficult emotionally, professionally, mentally on terms of their ability to just do their job and walking to work each day. Because when we turn in what happens is when we come into work in given classroom, you have all of the tools that you need to be an effective educator effectively taken from you. The state has made it that our evaluations have to remain the same. We're held to the same standards, we're held to the same level of expectation that we've always been held to and yet now our ability to get kids to do work, to get kids to engage has been taken from us. I have seen teachers I never thought would leave the profession, the profession. I have seen so many teachers have complete mental breakdowns. People coming into work and crying. I cannot, I could not have imagined how bad this was going to be emotionally, mentally on the actual teachers themselves. I have met so many people who are completely you know, emotionally distraught at a point where they don't believe that they're quality educators and I should say I even see myself often walking into class and thinking I'm a bad teacher. I've got awards. I've got certificates. I've got accolades get when I walk anything. I feel like I am going to have to learn how to be a teacher again next year. Kids are kids. They can't help being who they are. But this hybrid instruction's allowed the students who avail themselves to not participate, not engage. You walk in as a classroom, and you've got half your class on blank screen, nonresponsive. No ability of lesson planning you spend hours and hours and hours trying to get engagement to do anything to meet the standards. And you can't get these kids to plug in no matter what. It is just absolutely grading on your dignity and self worth. Not to mention the fact that you're still being held to account and in addition to all that going on, you've got these face-to-face kids who come and go as they please. You know, I will have kids that are like face to face that are coming, and if they don't like the lesson, then they're not coming for the rest of the week and they'll just sign in to LaunchED and then the works not getting done. Now I'm calling parents. It has been absolutely blinding on us as individual educators and I think for a lot of people, it's made them question their very profession and where they hid. And so for a lot of us at this point, what teachers really want from the district at this point as it regards to hybrid instruction, especially given that this was the model from the district is we want some acknowledgement of what we have gone through. And we always say that, you know, this is an emotional thing. This is about dignity. And this is about your emotional well being and mental well being and in that respect and communicate through the district, but we also are Americans. In our society, the way that we communicate that is with money. And so, to say that it's not about money, on the one hand is also to say that it is about money in the sense that we need the district to acknowledge our pain and our difficulty and our struggle throughout this year, as a way of understanding that there was a bond between the people who manage the district and the people who work in the district, especially somebody whose people are already watched people leave. Many have one foot out the door now, and many are thinking in that department. I think it's really important that we show we know this was especially difficult and that that's that would be what I would chime in there. It's hard to really just speak off the cuff about this because there's so many things that I think you could go hours with teachers in their individual experiences about how difficult it is.

<b>Maribel Rigsby</b>	Thank you, Nick. Daphne.
<b>Daphne Lewis</b>	<p>Hi, good morning, everyone. I'd like to just add on to of course everything what Nick said but also to think about all the different changes that teachers have had to put up with this year. And of course, we know that it's just not us here in Orange County, it's across our nation. But I think the one thing that teachers are required to do is to be flexible. So that is just our job. We are flexible. Yes. We have been flexible on many of the mandates that have come across, flexible about our scheduling, flexible with observations. Flexible is definitely what we are but this is a job that I'm sure that many teachers would have definitely not applied for per se. But we're flexible because this is our job and we love our jobs. But I just think that this has been the most stressful just like Nick said in talking with so many teachers that have been under stress because of their flexibility. And the stress level at our schools have been tremendous. And teachers yes are having breakdowns leaving the profession. And you know, this particular plan for us to work hybrid to be at the school and to do all these million things is multitasking or should I say multimillion tasking because we do a million things at one time. Does not necessarily it looks good on paper. It looks real good and it sounds great on paper, when you read it all the different things that we're expected to do, and the children are, you know, in a in a perfect world without rose colored glasses on. It sounds great on paper, but to actually do it. I would challenge anybody who has not done it to step into a classroom and perform this flexible job on a daily basis.</p>
<b>Maribel Rigsby</b>	Thank you Daphne. Matt.
<b>Matthew Hazel</b>	<p>Thank you Maribel. I remember the first time I spoke to a colleague in the parking lot so just said hey, hey, how's it going? How are your classes? And that colleague cried, just spontaneously started crying in the parking lot of the school that she worked at. And, you know, I'm not much of a crier, but I certainly understood the feeling. Here's the thing. I also remember the second time it happened. And the third time it happened, different colleagues. Teachers have been shoved against the grindstone this year, harder than we have ever been on top of years and years of increased responsibilities. And this year in particular has just stretched us absolutely to the breaking point. And you know, I could echo everyone's concerns about friends leaving the profession, colleagues who just can't take it anymore. I don't think I know anyone thought about it. Anyone I talked to has considered leaving after this year it has been that difficult for all of us and we have been asked to be flexible to us to have these word fluid is the one that keeps coming up in my emails. And no fluidity and no flexibility has been extended to us whatsoever. Every requirement that has ever been on us is still on us and then my deliberate practice plan is due Thursday, in the middle of a global pandemic with every other thing. Going on teaching virtual and face-to-face kids at the same time and I have to worry about my deliberate practice plan and my evaluations which are the same and the FSA test, which is the same and accountability and every other thing and it's just coming and coming and coming. It is so draining. And I agree with Nick that it's you know, it's easy to say it's not about the money but at the end of the day when I get a thank you from the district or thank you from the Superintendent I just laugh at it. Because I know that that was free. And I know that we speak the language of money and I know that if the district really wanted to thank its teachers and really</p>

	wanted to reward them for everything they've done this year. They would do it with their wallets, and they have a lot of CARES Act money to do with.
<b>Maribel Rigsby</b>	Thank you. Clinton.
<b>Clinton McCracken</b>	Thanks, Maribel. And hi everyone. So I want to just speak briefly and maybe give a little example. First of all, I've been teaching for over 20 years and just like the others I would characterize this year as the most difficult year in teaching that I've ever had. Not even close, and it's mentally exhausting and physically exhausting to be teaching hybrid model. So I just wanted one example of how it's more work is as an art teacher. Well just in general planning a lesson to be hybrid takes a lot more time than it does to plan a lesson just for kids in the classroom and preparing it as an art teacher. All of those supplies is a lot more work. For example, next week my kids are going to be painting on a piece of canvas with some acrylic paint. So in anticipation of that, I had to identify which students either ran out of their acrylic paint or never came to the school to pick up their acrylic pain, email parents about that. Find all of the supplies, put it at the front desk, notify those parents that it's there to be picked up and try and give them enough time to do that so that the kids will be ready to use those supplies when we're doing it in class. Then all the kids don't pick it up. So needing to have other materials ready, that they do have at home to do a lesson that's slightly different. And then then what the rest of us are doing, and that happens every week. It's a lot more time to manage. Gotta go to the front desk. Figure out what's still there, what might need to be restocked. So there's a lot more not just in when you're teaching live but even the planning for it. Not to mention the mental anxiety that it gives us. Yeah, when half the 30 kids screens are blank, knowing that those kids need help with their artwork and and feeling bad for the kids who aren't engaged and trying to make sure that the kids in the classroom are getting the attention they need it's exhausting. Thank you.
<b>Maribel Rigsby</b>	Thank you Clinton. Does anybody else in our team will like to add anything. Megan?
<b>Megan Oates</b>	Hi, everyone. So in the postsecondary round, we're not actually assigned hybrid classes but I ended up teaching hybrid classes by default. Because if my students have been exposed or they have to quarantine or they have tested positive or if they're just not feeling well, and I don't want them to come and you know possibly infect the rest of the class. I continuously have students that are logging in remotely even though hybrid is not an option in postsecondary and to talk about the difficulty and the stress with it. I have attended multiple professional developments given by different people within the district, faculty meetings, different level meeting, where the presenter has two or three people assisting them to monitor the chat or to mute and unmute participants to handle all of that. But as classroom teachers we don't have anybody that's there to lend a hand. You know, we don't have the luxury of saying, can somebody mute I'm don't know how to mute anybody. We're expected to know how all of these platforms work and to operate it while teaching and do all of that online management as well. As the in class management. It just boggles my mind to think that our evaluation system has stayed exactly the same and that we're evaluated in these situations when we have district level administrators and school



	based administrators that get assistance in order to hold meetings or to deliver trainings.
<b>Maribel Rigsby</b>	Thank you, Megan. Albert.
<b>Albert Davies</b>	I just want to add one more thing about the stress of this. You would think oh, this week, I'm a hybrid teacher, this week I've got in face. But our marching orders from day one we have to be ready to pivot. So even if we do not have online students assigned we have to be ready that when we get to work tomorrow to be told, you're online today. And every day we have to check our email because today you're going to get every day, weekly. You're going to get an email. Oh, Aiden is here today, he's going to be online today. And so you don't even know from day to day. How many students you've got supposed to be in class, how many students are supposed to show up online? I mean, Jim, I'm sure you know when you go to work, hey, I'm going to my office, and this is probably what I have to do today when I'm in my office. We don't know from one day to the next what we have to do we have to be ready for all of them.
<b>Maribel Rigsby</b>	Thank Albert. Ladara?.
<b>Ladara Royal</b>	Yes, good morning. Um, I would like to infer that it is easy to write a script and to project a good image. However the ones who are writing the rules and is doing the implementing, unfortunately, are not the same ones who are doing the job and carrying out their duties day to day within the classrooms. We must realize that virtual learning and in class of learning are two different instructional platforms. Two different positions, two different jobs. These hybrid instructors are doing two jobs in one. I myself have had a personal experience although I'm not in the classroom, acting as eighth grade Dean. I did my evaluation and I chose to do this so I could experience with the classroom teachers' experience, in addition to taking over an 8 <sup>th</sup> grade US History course for three and a half weeks due to a teacher resigning from being overwhelmed. I consider myself a strong educator. However, I realized if I had to do what these teachers have been doing for the tenure of this year, thus far, I probably would have caved in. Although we have said that, you know you could use the same lesson plan with a hybrid/virtual and we expect to use that same lesson plan for any classroom that is not possible. Again, because two different platforms. Each platform has to be accommodated and maneuvered and different ways to watch to be successful, especially if you're to reach the status of Marzano which you wouldn't take our ecommendation is to adapt this year. Alright, so these teachers are crying, they are very much so under stress and this is the reality. The confidence within our district, our morale is low. Our confidence in this organization is diminishing, has diminished. So I would suggest that strong leadership would take this into account and you should do and be willing to do something about it as you are our leaders. We have proposed this last year. Alright, and it was over. So we are hoping that there there'll be some wherewithal and some care within you that you'll consider this right and be diligent to accept this MOU.
<b>Maribel Rigsby</b>	Thank you Ladara. Farrah you want to add anything.
<b>Farrah Hawkins</b>	Good Morning everyone I just point out some keywords to work. My colleagues have stated already time management, and I just want everybody to understand from the little world and what I mean by the little world is kindergarten, first grade,

	<p>second grade and elementary from that perspective. Flexible like Daphne said. We are flexible, engagement. Imagine trying to get five and six year olds engage virtually as well as in the classroom. That's something I want our leadership leaders to think about, like the district have the capability to understand or try to understand where teachers are coming from has been stressful. That's another key word stress. People teachers are overwhelmed. You know I have any in Matt and Nick stated, you talk to teachers and they just overwhelmed about the amount of work so imagine just take a step down with the five and six year olds just looking at the elementary aspect for right now. Trying to get them engaged, lack of involvement at home. So trying to get them to navigate. Yeah, we say the kids should know how to navigate computers, they are on it all day is different to be on YouTube and all that, but to navigate through Canvas, to navigate through that and have kids in the classroom where you can, you know, watch them how that time management can give them hands on and that's what they need. That's the key that hands on experience within the classroom so they can have the love of learning at a young age. Right now I have kids that actually told me online that they hate being virtually, but they have no control and of course and so they don't get that hands on experience as the kids in the classroom. So trying to navigate both and then a hybrid teacher. You have a set of kids that are getting it and you have a set of kids that are not getting it and then having that blank screen in front of you. So just think about it from that aspect and our teachers want to be valued at what they do. Just want to point that out.</p>
<b>Maribel Rigsby</b>	Thank you Farrah. Wendy?
<b>Wendy Doromal</b>	Okay, thank you everyone. I think it's all we are coming for us this year. Lucia joined us and wanted to say anything.
<b>Maribel Rigsby</b>	She had to step back.
<b>James Preusser</b>	<p>Oh, Wendy, I have a few just to comment. First of all, thanks for the comments from your committee. We do empathize with the teachers and we know that this year has been very difficult for everyone. So thank you for the commentary. We do appreciate that and again, we empathize with the teachers. Just to comment about something that was said, Matt Hazel made the comment that we should use CARES Act dollars to pay for this proposal. I just want to iterate, to reiterate to the CARES Act dollars cannot be used for wages, bonuses, or salary increases. So while I certainly will take the proposal to the Superintendent and to the board, CARES Act dollars can't be used for the purpose. The CARES Act dollars, although there's very specific criteria outlined in the CARES Act, that speak to what the dollars can be used for and wages, bonuses, and other types of dollars, not be used for that purpose. It can be used for other things, obviously, but not for that purpose.</p>
<b>Wendy Doromal</b>	<p>So let me say this. CARES Act money was used for this in Volusia, this their supplement was paid for by CARES Act dollars and ours pretty much mirrors theirs, um I know that our county has used CARES Act money for to pay salaries for instance, substitutes and other things that we've seen in the little review of CARES Act dollars that we requested way back and we're still waiting for the district to provide us with information but we know that a lot of CARES Act money in Orange County was spent on such things as athletics.</p>

<b>James Preusser</b>	Well, Wendy on the substitutes...
<b>Wendy Doromal</b>	In Volusia they assured me that CARES Act money paid for this.
<b>James Preusser</b>	Well certainly follow up with them directly but what I will say about substitutes is that substitutes have a direct correlation with employees being out on a leave of absence and being able to fill that that gap or that void. So certainly that would be an opportunity to use CARES Act dollars because you're trying to make sure that you have the appropriate number of staff members to cover that is outlined in the CARES Act dollars legislation, that is an item that you can identify with the CARES Act dollars, but to simply say that, hey, we have X number of dollars. We want to use those dollars directly for bonuses or wages. It's not for that purpose. And it's explicitly stated in the legislation. So I would love to know what what Volusia did. I'll certainly speak to them. But I will just tell you that that is problematic for the district if we're saying that dollars...
<b>Wendy Doromal</b>	Thank you and I'd like to request that you send me all the documents that you're basing this on. What the CARES Act money can and should not be used for what
<b>James Preusser</b>	I did last year, but I'll send it to you again. Yes, your impact bargain last year. I'll send it to you.
<b>Wendy Doromal</b>	I would like that. And also I know that more money is coming from the federal government to this District, quite a bit of money from what is projected and what I seen. Orange County's probably get second behind Miami in the state. So I would like to see the criteria for that if you have it yet.
<b>James Preusser</b>	I don't have it yet. You're speaking about the ESSER funds. Is that what you're talking about? I will say that the ESSER funds are not used for that purpose either. We will see what the legislation says. But we don't have any direction from the state yet on that. But I will tell you at this point in time, but that's where it stands with ESSER dollars, but we can certainly continue to talk about that. I'm not, I'm not telling you that we reject the proposal in any way. I'm going to take the proposal back to the Superintendent.
<b>Wendy Doromal</b>	and we do know that we also have been reviewing our district budget with experts and have been astounded by how much reserves Orange County has and where they've put it. So that's a consideration too if you absolutely can't use CARES Act money but I'm going to verify that again. Because I was told twice that is the funding source for Volusia.
<b>James Preusser</b>	There are, I do remember there are I believe there's 12, don't quote me on the number, but 12 specific bullet points in the CARES Act and say what you can spend it on. Bonuses, wages, salary increases is not one of them. But I'll get it to you Wendy. I'm happy to keep talking about okay what else do we have for today Wendy anything any other business besides our next bargaining session.
<b>Wendy Doromal</b>	We are just waiting to hear back on our Article II?
<b>James Preusser</b>	Okay. So like I said earlier that something is sitting right now with the Superintendent, CFO and I'll be speaking with them this week and I hope to get that resolved and give you a counter response on that. We will also get you the responses separate and apart from bargaining because I don't want to mix grievances with

	bargaining but there is an outstanding grievance on high school. You did provide us with some information. We will give you those answers this week to the questions that you asked. And we'll get that back to you and I think we can probably have some additional dialogue on that as well.
<b>Wendy Doromal</b>	Okay, and let me just clarify too, that we demanded to impact bargain it. So it is related to bargaining. I'm here to out that proposal by the district, there are direct correlations with our working conditions, contract provisions that we reviewed already with LeighAnn this week.
<b>James Preusser</b>	I understand Wendy, but you're taking a parallel path. You filed a grievance and you're also saying you want to bargain. I mean, listen, if you gave me an MOU, I have the MOU. I'm looking at the MOU but you also have an active grievance.
<b>Wendy Doromal</b>	That's right. We're told over and over by this district. Don't miss your timeline. So we're not going to miss our timeline.
<b>James Preusser</b>	Wendy, I'm not, I'm not debating that. I'm just saying that you have an outstanding grievance. Yeah. Thank you for sending me the information. I will be reviewing that I will be taking it back to the chief of high schools and reviewing with the principals and I will get back with you on that. We do want to try to resolve that and we will be working together with you to do so.
<b>Wendy Doromal</b>	I hope so. Okay. Hope so.
<b>James Preusser</b>	What else? Anything else for the day?
<b>Wendy Doromal</b>	No.
<b>James Preusser</b>	For the next, I do want to bring this up for the next bargaining session. I think we're going to be able to identify a location at the district it's either going to be at a school or potentially over at CTE. So once we confirm the dates, I'd like to have the next session at one of our locations. Obviously the sub could be the same. But we will we will actually be at one of our sites for that next session. Okay.
<b>Wendy Doromal</b>	Okay, we can set it up.
<b>James Preusser</b>	Very good. If you want to give me a couple of dates. I'll certainly confirm with you and
<b>Wendy Doromal</b>	I'm, fine with us. You want to have it in person even though the law clearly doesn't say that we have to, that's your choice.
<b>James Preusser</b>	All right. Yeah. I don't want to get into that, Wendy. We've already had that debate. And I think these sessions have been working out fine. So I'm happy with, you give me some dates, I'll confirm it with you and we'll go from there. Okay.
<b>Wendy Doromal</b>	I will do every other one then like we used to. One at CTA and one at one of your... convenient location. That's fine with us.
<b>James Preusser</b>	Okay. Thank you for your time today.
<b>Wendy Doromal</b>	Yeah, I do want to remind you previously, the last year or two we've had them all at CTA because we do have a hall but if you want to make it more convenient we'll ride along.,
<b>James Preusser</b>	I'm not going to make it inconvenient for anyone so don't worry. It'll be location...

<b>Wendy Doromal</b>	It will be, it will be more inconvenient for us. Thank you.
<b>James Preusser</b>	I plan to work together...
<b>Wendy Doromal</b>	Making it clear there just for the record. I want it in our record.
<b>James Preusser</b>	I mean, yeah, that's fine. You can put it in the meeting minutes, but as I always do, I will work with you. I'll work with you on a location and a time and a date. All right. Thank you, Wendy. Have a good day.

# Appendix A

## ARTICLE II NEGOTIATIONS PROCEDURES

A. The parties agreed **d** to implement a ~~Collaborative~~ Collective Bargaining Process beginning with the 1998-99 fiscal year within the authority of in accordance with Chapter 447, of the Florida Statutes **and any appropriate rules and procedures.** Salary and fringe benefits shall be automatically reopened each year, ~~as well as any provisions imposed by the Board.~~ Either party is entitled to reopen the contract each year for the purpose of negotiating up to three additional articles. ~~In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:-~~

1. Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.
2. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.
3. ~~Issues may be raised for consideration through an appropriate process at any time during the length of this ratified agreement.~~

B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.

C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.

D. This Contract may not be modified in whole or in part except by mutual written agreement.

E. If any provision or application of this Contract is contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.

F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the

parties. The Board agrees to print one thousand five hundred (1,500) copies of the current Contract for distribution to new hires. A link will be provided to all employees during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association's bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.

I. Equal numbers of CTA members and District personnel shall be part of collective bargaining meetings. Either party may bring consultants and/or subject matter experts outside of each respective bargaining committee to a bargaining session.

J. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.

1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.

2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.

K. J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications of this agreement. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn agreed by the parties.

~~K. Operating Procedures and Guidelines:-~~

- ~~1. The Collaborative Bargaining Leadership Team (CBLT) shall be composed of equal numbers of CTA members and District personnel.~~

- ~~2. The CBLT mutually agrees to coordinate and participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.~~



- ~~3. Define consensus as a status in which all members can support the decision and use consensus as the preferred decision making strategy in all decisions.~~
- ~~4. Operate as an open forum to identify, explore and resolve issues of importance to CTA and the District using District personnel as resources. The CBLT will solicit and value input from personnel affected by the outcome of the process.~~
- ~~5. All monies, except for School Recognition Dollars allocated by the Legislature as “bonus” and/or “incentive money” for teachers, shall be subject to discussion by the Collaborative Bargaining Leadership Team before distribution.~~
- ~~6. The CBLT will establish committees and will receive, review and make final decisions on recommendations from appropriate committees. All decisions are to be supported by data from those committees. All committee meetings will be accurately recorded.~~
- ~~7. Communicate with employees through a variety of mediums.~~
- ~~8. There will be a notice to the CBLT participants before either party communicates any specific issues generated or discussed during the CBLT process unless it is mutually agreed to amend this timeline.~~

~~L. Provisions to submit issues to the CBLT~~

- ~~1. Employees shall submit issues to the CBLT using the Issues for Submission form found on the CBLT websites: <https://www.ocps.net/es/legislative/laborrelations/Pages/default.aspx> and [www.orangecta.com](http://www.orangecta.com).~~
- ~~2. Forms may be found at individual work locations or the Association office.~~
- ~~3. The CBLT shall determine the appropriate action to be taken and notify the submitting party of such action.~~

~~M. Committees of the CBLT~~

- ~~1. Committees shall be composed of equal numbers of CTA members and District personnel.~~
- ~~2. Committees will receive and undertake activities to execute the specific charge from the CBLT. Each party shall select a member that will act as a co-chair for each committee.~~
- ~~3. Committees shall welcome employees who might be affected by the issue to attend and provide~~

~~information as a resource. Committees may invite outside resources as necessary.~~

~~4. Committees shall identify options supported by data to be recommended to the CBLT.~~

~~5. Committees shall keep accurate records of all committee meetings.~~

~~6. Committees and Task Forces~~

~~a. Standing Committees~~

~~The Collaborative Bargaining Leadership Team has established standing committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees are as follows:~~

~~1.) Finance and Compensation~~

~~2.) Assessment Evaluation~~

~~3.) Human Resources~~

~~4.) Compliance~~

~~5.) Calendar~~

~~6.) Grants~~

### **L.M. Joint Committees**

~~b. Joint Committees~~

1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party

administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.

a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:

i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA).

ii. Products that can be purchased at a lower cost through group rates and are not readily available to individuals.

b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.

d.) The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

e.) Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

2.) The parties agree to continue the Joint Safety Committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet as needed by mutual agreement of the parties. ~~bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.~~

3.) The parties agree to continue the Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.

4.) Participation in a Joint Committee meeting does not waive any bargaining rights for either party.

5 4.) The parties agree to continue the budget committee comprised of equal representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee. **Whenever the District publishes or otherwise shares with any state agency, the School Board, and/or the public any budget and/or financial documents or documents regarding expenditures, the Committee shall receive said information a copy of the following 5 items as they become available:**

1. **Presentations made at School Board budget workshops;**
2. **A-133 audits and School Board response letters to the audits;**
3. **Annual Financial Reports (ESE 145);**
4. **Annual Budgets (ESE 139);**
5. **Reports of Financial Data sent to the Commissioner of Education (ESE 348).**

**within 10 days simultaneously upon being submitted also receive said information.**  
Participation in the Committee does not waive any bargaining rights for either party.

~~c. Ad Hoc Committees-~~

~~The Collaborative Bargaining Leadership Team establishes ad hoc committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees meet to address a specific purpose and are not on-going standing or joint committees as defined elsewhere in this article. The ad hoc committees may include but are not limited to ESE, Instructional Support and Career and Technical Education.~~

# Appendix B

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

This Memorandum of Understanding (MOU) is made on this \_\_\_\_ day of March 2021 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

The District and OCCTA have reached an agreement on a stipend for teaching hybrid courses during the 2020-2021 school year. Hybrid courses are defined as teaching both remote and in-person simultaneously.

The district agrees to pay teachers who are assigned to teach hybrid courses a one-time payment of \$500 for each quarter of the 2020-21 school year. Payment will be provided in the pay period following ratification of this agreement. Eligibility for this payment will be determined based on the following criteria:

**The teacher is assigned to teach both remote and in-person students simultaneously  
on a regular and repetitive basis.**

This agreement is only applicable to instructional members of the bargaining unit.

The payments will be paid upon verification of the eligibility criteria included in this agreement.

For School Board of Orange County, Florida:

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James Preusser  
Senior Executive Director, Human Resources

Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

For Orange County Classroom Teachers Association:

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Wendy L. Doromal  
President

Orange County Classroom Teachers Association (OCCTA) – OCCTA reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.