

MINUTES

CTA CBLT

CTA Office

October 3, 2019

In Attendance

Nicholas Anderson	CTA	Farrah Hawkins	CTA	Megan Oates	CTA
Rob Bixler	District	Matthew Hazel	CTA	James Preusser	District
LeighAnn Blackmore	District	Alex Heidelberg	District	Maribel Rigsby	CTA
Albert Davies	CTA	Myrlene Jackson-Kimble	District	Elizabeth Silva	District
Wendy Doromal	CTA	Daphne Lewis	CTA	Kenneth Simmons	CTA
Gloria Fernandez	District	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Ian Gesundheit	District	John McHale	District	Stephanie Wyka	District

Additional Attendees/Guests

Beth Curran	District	Theresa Harter-Miles	District	Mark Richard	CTA
Julie Grabach	District	Lucia Piva	CTA		

Minutes

Jim Preusser	Good morning Wendy, Good Morning CTA. Glad to see everyone today.
Mark Richard	Want to apologize to the group, I had an emergency call.
Jim Preusser	We understand. We said mid-morning so it's fine.
Wendy Doromal	Read a statement. See Appendix A.
Jim Preusser	Thank you Wendy; we would like a copy please.
Wendy Doromal	Yes, we would like this in the minutes.
Jim Preusser	That's fine. I would like to make a comment on the flyer. We continue to receive daily from teachers questions indicating confusion about the Board's offer. My department, Compensation, receives calls every day asking "where is my increase?" This happens daily. There is confusion. This flyer was just to provide clarity to our employees, your members. It was not to be disrespectful – I'm sorry if you feel that way. Thank you for posting this on your website.

Wendy Doromal	We did not put it on the website.
Jim Preusser	I'm sorry it is on Facebook, we provided multiple communications, they do not read the email. Over 10,000 did not vote, they think they cannot vote. We provided clarity to those.
Mark Richard	It is totally up to you, it generally will undermine the vote, the difficulty is they will be hearing different messages, the fact that it is brought up to this time, ask to reconsider, it is all going to amp up. We don't agree to what is being put out. We want you to be on par, you all punch above your weight class, they consider Orange as part of the top tier. It is odd to us, as one of the fastest growing districts. They are a good district they are geographically our peer, but never economically. We think it is disingenuous. We are talking plan design not just premium. Dade subsidized. We think it is not helpful to do it, to do that to people, we believe it is not accurate, there is a moral problem out there. Something is going on and I do not think it is more people to vote. People teach thinking where we are going to work over the summer. The job is nothing like what it was when my wife was a teacher. We hear do more with less, Tallahassee cannot get you there, true, and we ask to stretch at contract time. I know Disney lives in this market. All I am saying is when you put this News You Can Use out we are going to do the same thing. We believe at the end of the days, no one can afford it. We do not feel that the District is having everyone in the room. I know you look hard. We are ready to pass articles. Highest, highest fund balance, the property values are booming, Assuming it is correct, it is going up, Why don't we trigger that. We find this to be half-truth and politicized, We respect the opinion, we do not agree with it. This is teaching, it is causing a lot of stress, they do not believe they are being heard.
Jim Preusser	<p>That is your right. Just a couple comments, we are still bargaining and passing things back and forth, go to teachers and say this is what we can agree to. We continue to have that discussion, we listen to one another, and we will get there. Comment about benefits, we look at Seminole, asked question back in June about that, a lot of dialogue, for Seminole 955.00 per pay check. We are not even close to that.</p> <p>Yes, we are the 4th largest district, we are asking for 1% point. We looked at the entire impact not just CTA. When we came up with that proposal it was the least impactful, that is what bargaining is about. We will be able to come to an agreement. We have a couple of responses for the working conditions. We believe we have made some movement on things we've come to agreement on.</p>
Mark Richard	<p>I want to address insurance.</p> <p>What is premium, and what percentages fall there (employer, employee).</p> <p>What is plan design – one set of costs if you're not using.</p> <p>How aggressive are we being with bargaining with the providers? Are we saying before you come to the table – we have squeezed every single dollar. Do we have the bargaining power to use the economies of scale?</p> <p>This is a national disgrace – we have no idea what anything costs, no ability to shop. We are at the mercy of this system.</p> <p>Have we explored the best.</p> <p>It's not a practical, efficient way of ...</p> <p>1% of an increase – what is the dollar?</p>

Jim Preusser	We have to find out that number.
Mark Richard	<p>Who in their right mind would say they want to take that out of the pockets of teachers? What sounds like a little bit, might be like the difference between going to UF vs Valencia. By the way, we think you guys are underpaid compared to the public sector.</p> <p>They are stretched – they are exhausted, and stressed. Teachers are telling their kids not to be teachers.</p> <p>We know you’re going to be underpaid, we know you’re going to be attacked – but you’ll love it.. But that has changed – it’s like a factory. It’s hard.</p> <p>We’re looking for the day there will be no increase in insurance costs, and you’re getting a raise. We are ready for your proposals.</p> <p>If you’ll get me the increase of the aggregate dollar.</p>
Jim Preusser	<p>I’m going to respond; we’ll get you that number.</p> <p>Every month that goes by, because we are paying the current state that number continues to chip away at our unassigned fund balance. In addition to that, we don’t have the summer claims back yet. That’s usually the time when our teachers have medical procedures done.</p> <p>I will tell you that we certainly don’t want the trusteeship to become insolvent. Because that trusteeship allows us to be where we are at today. It allows us to keep any kind of increases on the lower end. We certainly don’t want a 3rd party to come in and take that over. I’m not trying to make everyone nervous, and we hope this doesn’t happen. But that is a reality that it could happen.</p> <p>We believe that insurance is very individualistic – we had an opportunity for our employees to move over. We’ve had employees look at their individual situation.</p> <p>You may or may not know this – before we had the ratification vote, Wendy asked us to do info sessions for our teachers, to try to explain to them the different scenarios that can happen. It certainly is individual to the employee.</p> <p>We believe that the steps we’ve taken are appropriate. We are going to continue to bargain with you. We believe that we can come to an agreement at some point.</p>
Beth Curran	<p>We had 620 from Plan C move to Plan A. Several things I want to mention - Fringe has not had the appetite to make certain changes. We could save if we use certain plans. Cigna told us we could save money to move exclusively to Advent Health. But Fringe did not want to make those changes. We can certainly open the door – but employees want a robust plan. When you start analyzing what we’ve done and what we haven’t done – it’s because the Fringe Committee hasn’t had the appetite.</p> <p>With the last proposal we have implemented some behavior changes – for example MRI at a hospital vs a free standing. We haven’t done more of this – because Fringe hasn’t had the appetite.</p>
Mark Richard	We get it and some do not want to limit options, there is data out there that makes this transition painlessly. Let’s look at the money part. But if you are saying we are in the hunt for \$16 million, I can’t believe you can’t find it though other resources. We challenged the Superintendent. At the time, if we can find cost saving, nothing to cut salary and education. If

	there is a nickel to be squeezed I want to look at that. This is not the time to be asking your teachers to pay for this. We are asking to roll up the sleeves, we do not want.
Jim Preusser	<p>We appreciate that. We are going to continue to bargain. We hear what you are saying. We are going to continue to move on. Let's continue to talk about it, let's continue to move forward.</p> <p>The budget session that was going to be held today has been cancelled – two of the board members cannot attend.</p> <p>I don't have handouts for you. I'm going to tell you what we are interested in doing. I'll call the proposal by name, since I might have numbered mine a little different.</p> <p>Association Rights. See Appendix B.</p>
Mark Richard	We're looking at your proposal?
Jim Preusser	<p>Correct, it's a counter proposal. In the last session you didn't reject the proposal – you just rejected the term "controversial". We will remove the sentence that reads "controversial".</p> <p>You don't have to answer now, but if that gets us to an agreement on that language we'd like to move forward on that.</p> <p>Working Conditions – The badge and what we propose. What does it cost for a police report 10 to 15 cents per page and it is typically one page? We believe the language, we are already doing this to an extent, and we are replacing badges primarily at no cost. Other than negligence, we are replacing them. There are very few paying for it. If you want it in there we can put it in there. We feel it is already happening.</p> <p>Next, I call it Union Proposal #5, which is about evaluations. Article X. See Appendix C.</p> <p>We had a back and forth – Wendy will probably recall – between myself and Kathleen. You're smiling Mark, because you probably know this. We are willing to put the LOU in the agreement – she wanted it in the agreement – but our purpose for the LOU is that it has a sunset clause. Because it may not be appropriate two years from now. When it expires, we reevaluate – and if it is still valid, we will rewrite the LOU. We are willing to put the LOU in the agreement.</p>
Albert Davies	Which agreement?
Jim Preusser	There are actually two. We would put both in there.
Mark Richard	Let me just make sure I understand. Dated Sept 26 th , you would cut and paste those in the contract, or in the appendix?
Jim Preusser	Yes, in the appendix
Mark Richard	So they would be binding. But you said there is a sunset clause.
Jim Preusser	If you want to take the sunset language out, you can propose that. We have done this at Disney – if you imbed it in the agreement without a sunset, one party or the other could hold the others feet to the fire.
Mark Richard	Okay

Jim Preusser	Union Proposal #6 was specific to the 15 minutes. We need to research that further – I know you said that was happening, but we need to find cases and research. I don't know if this is something we would create language around this, unless this is a districtwide situation.
Wendy Doromal	We are good with filing grievances. Because we do have contract language.
Jim Preusser	I am not aware of any existing grievances, have you filed the grievances before?
Wendy Doromal	Did I say that? We are just going to start filing grievances now.
Mark Richard	Do you think teachers should be able to take a bathroom break?
Jim Preusser	Of course I do. But I want to understand the scope of this problem and if there is a problem.
Mark Richard	Do you think there are instances where this is happening?
Jim Preusser	I'm sure there might be, I'm not aware of this happening because there haven't been any grievances.
John McHale	They can use the restroom at my school during class changes.
Kenneth Simmons	Middle schools – they are asked to monitor classrooms during class changes.
Wendy Doromal	I'd like to request a copy of every master schedule for every school. I'd also like to request a copy of every school handbook. Thank you.
Jim Preusser	We will let you know the timing on that, we are already working on it. Union Proposal #7 – we are going to revert back to District Proposal #5 article, tentative agreement. Back on 9/19 title duty day and work year, you gave counter, we cannot agree to that we believe the language,
Wendy Doromal	That language does not name a day.
Jim Preusser	The reality of the situation is that the comment was made that teachers want to have that last weekend off.
Wendy Doromal	(shaking head)
Jim Preusser	Teachers do come in at the end of the last week and set up their classrooms. That is pre pre-planning days.
Wendy Doromal	Are you taking about the pre pre-planning, where teachers are voluntarily coming in. The principals advocate for these, so they can have more PLC days.
LeighAnn Blackmore	It's in full compliance with the contract.

Wendy Doromal	I'm not asking if it's in compliance.
Jim Preusser	I'm going to say it like this, and I believe back in June one of your committee members said "this is the best language I've seen." This is the language you proposed – and we agreed to. Help me understand this. You have section D.
Mark Richard	Union Proposals 8 & 9 – we are holding on ours and we rejected yours, this is not a counter. Just validating what already said, I rejected that offer and holding on ours with belief the union will counter and believe we will come to an agreement.
Jim Preusser	You are looking at the wrong thing. It's the T.
Mark Richard	That's what I said. And what are you changing?
Jim Preusser	Oh sorry, I thought you said D. We aren't changing anything – nothing. It's the same language that we agreed to on the 19 th . We are not changing anything. You gave us a counter. Your Union Proposal #8 (wage) and Union Proposal #9 (benefits) – Article 16 and Appendix A-2. This is not a counter. I'm validating what we already said on the last meeting, I'm rejecting your proposal, and I'm holding on ours. I still believe we will have some additional dialogue.
Wendy Doromal	The one that says LBF.
Jim Preusser	And I can amend that proposal.
Wendy Doromal	Does it say that?
Jim Preusser	Yes, it does.
Wendy Doromal	Where?
Jim Preusser	On the bottom (one of her staff concurred).
Mark Richard	Let me make sure I understand. Are those the only two?
Jim Preusser	<p>So far.</p> <p>Appendix B under school psychologist; we already gave you a proposal on the 19th, District Proposal #4. We believe that language is appropriate, we've already agreed to that language, we already signed a TA in June. The two items you've said were a high priority – pre-planning and school psychologists, we believe since we've already agreed.</p> <p>Union Proposal #11- the Mock trial supplement – we are still open to the concept, but we believe we still need to have some additional conversation. We believe it's limited to 3 schools, and less than 10 employees. The number you've proposed we believe is high. We may potentially provide a counter, but we are still researching.</p> <p>Union Proposal #12 – we believe we've captured the language in totality and there is no</p>

Mark Richard	So you are giving two counter offers, verbally: removing the sentence that contains the words “controversial”, and putting the LOU in the contract. We would prefer if you provide a red-lined counter proposal.
Jim Preusser	Sure we can do that. Now you did provide us with three other proposals that we are still reviewing.
Mark Richard	We are going to continue with redlining, 14.2, 14.3, etc.
Jim Preusser	Was trying to save paper, we will get them back to you. Now you did provide with 3 student success, common planning and early release, we are still reviewing.
Wendy Doromal	Our first is on Association Rights. Megan and Daphne will address.
Jim Preusser	Forgot to mention one thing. We did send you one thing last time that we believe is clean-up language. Things like nomenclature – ER changing to Professional Standards – we would like to have additional dialogue.
Megan Oates	Article IV - looking at A7 and A8. The 30 minutes is the significant request there. I’ve had to fill in for Wendy – so I’ve had the opportunity. I was chaperoned and given 3 minutes to talk about CTA. That is not an acceptable time to present and answer questions. The answer is “well they can see you downstairs” – I haven’t seen what that setup is. If there is truly an opportunity – very crowded, continuous movement. Having the opportunity in the meeting is extremely important.
Mark Richard	We know of some places that get hours.
Jim Preusser	Just so that I’m clear, the only thing that you changed is the word “no-less”?
Mark Richard	Because we’re red-lining against the current contract.
Jim Preusser	Please strike through.
Mark Richard	When we do it against the last proposal they will be confused, we will red line against the current contract.
Jim Preusser	Please verbalize it.
Mark Richard	Always reline against contract, we’ll verbalize.
Jim Preusser	I understand the proposal.
Daphne Lewis	The same proposal, adding in letter C.
Jim Preusser	So you are giving us the same proposal you gave us before
Wendy Doromal	It’s a counter to your counter.
Jim Preusser	But I already rejected this. So you’re countering? Obviously you prepared this before I gave you a counter. Is this your position?

Mark Richard	Yes. We don't want you policing our boards. It's amazing that you're trying to police.
Wendy Doromal	It's offensive.
Jim Preusser	Let me try to come to an agreement. If we remove additional language (the last two sentences). If we leave that first sentence as stipulated there?
Mark Richard	We'll get back to you.
Wendy Doromal	You're in the middle of everything. This is a very dictatorial, bullying district. And now you want to be in the middle of our 3x5 space. We have a civility clause – and we have never broken this. What we put up there is very clear – we want to be able to control our space.
Jim Preusser	We'll get back to you on that. We will evaluate that.
Wendy Doromal	Next is evaluation Article X.
Maribel Rigsby	Thank you. Page 4 – it is the language that you proposed. We accept that language.
Jim Preusser	Thank you.
Maribel Rigsby	Evaluation Article X – page 4 language you proposed, page 12 add the language to LOU into the contract. Page 11 change from you offered, we added Domain 4, in appeals you have Domain 4, that will be the counter.
Jim Preusser	We will review, we understand.
Wendy Doromal	The next one is work year, and Nick is going to speak.
Nicholas Anderson	We're just going to look at #9 on page 4 this is a change to our original proposal (read the change – summer school). The reason for that change – because you expressed what if that person is not effective for that job – we added the language about evaluation and reappointment.
Jim Preusser	Thank you. We will review. With that being said, what time do you want to come back? 1:30?
Wendy Doromal	Yes.
Jim Preusser	If you need more time, that's okay.
Mark Richard	What about the dates we gave you?
Jim Preusser	Main table bargaining, impact has been imbedded if you want to bifurcate I do not have a problem, if union is open to do that I have no problem,. In impact it is specific, main table bargaining is everything.
Mark Richard	Wendy prefers separate bargaining because they are separate tracks.

Jim Preusser	Okay, we'll get back to you.
Mark Richard	But we'd like to separate them into separate sessions.
Wendy Doromal	Evaluations for one. Some of the stuff that has come out is in violation of our contract.
Jim Preusser	What is? Can you give us an example?
Maribel Rigsby	We are directed to look at the course on Canvas. But when you open the course, there is something that is still being discussed.
Jim Preusser	Okay, I'm not aware of this. I will look into this.
Wendy Doromal	We are going to add it to the ULP. You might want to discuss it with your team members.
Mark Richard	It's not directed at you. But someone somewhere made the decision to do this – and it's perceived that this was done.
Jim Preusser	Are we ready for lunch?
Mark Richard	Apparently you are.
2:30	Reconvened at 2:30.
Jim Preusser	Welcome back. We have a couple of responses.
Wendy Doromal	We have some too.
Jim Preusser	Would you like to go first?
Wendy Doromal	Please.
Jim Preusser	Association Rights – we can agree to your language, with the intent that, if you look under D (read that) – so based on that language which is already there, as long as your telling me that is the intent.
Mark Richard	So it's to do what we can do in D(1)?
Jim Preusser	Yes. So I believe we have an agreement verbally on that item. I cannot agree to the other items on the front page, but I can agree to the bulletin boards.
Mark Richard	What's the aversion to 8?
Jim Preusser	We'll have a counter, so we're thinking you ... Are you interested in that?
Wendy Doromal	We don't have that.
Jim Preusser	Yes you do.

Wendy Doromal	Agreed.
Jim Preusser	Evaluation, page 4 – we agree to that language. We think it was our language anyway, so thank you. On page 11 – 4, I cannot agree to that.
Wendy Doromal	The reason is what?
Stephanie Wyka	We do not agree to that. We do not appeal ratings.
Wendy Doromal	So you don't appeal subjective ratings?
Jim Preusser	Same response as the other response. I have two more responses, give me one second. I'm looking now at work year – your counter proposal. Page 4 under summer school. I wanted to have a little bit of dialogue. I wanted some of my administrators to talk to that. I'm going to turn it over to some principals, former principals. See Appendix D.
John McHale	The nature of summer school has changed so much we do not offer straight courses they are all credit recovery so there is no certification even if we went back to the old way, there may be a geometry teacher that may be a better fit.
Rob Bixler	Again, I was reading the current language. It offer it at the person at the current school. I agree that Edgenuity – sometimes you have to find the appropriate teacher. I think the language is already there. When I look at what you have in summer school A already gives you what you need.
Gloria Fernandez	My school is the same, like reading camp.
Wendy Doromal	So it is sticking kids on computer?
Jim Preusser	Your language is a little restrictive for us. If it said "may be considered".
Wendy Doromal	May be considered means nothing.
Mary-Grace Surrena	Our proposal says "shall".
Jim Preusser	Yes, and "shall be" is the same as "will be." That is too restrictive. I defer to the administrators – and they have some issues with that. We will hold on it – I'm not going to reject the proposal, I'm going to hold on it for now.

Wendy Doromal	We should probably have more facts. What we're hearing is it's someone's "babies" – so we'd like to records request to find out who taught summer school.
Albert Davies	What I'm hearing is that everyone puts in their application and they find out very late that they're aren't going to be teaching and someone is being brought in at the very last minute. We understand there should be some latitude, but really it's very hurtful to a teacher to be passed up for summer school because someone has been doing favorites for someone else.
Jim Preusser	We will look at it, I am not rejecting the proposal. We hear what you are saying But based on the way it's written currently I can't agree to it.
Mark Richard	So help me understand, if the teacher is effective or highly effective, why wouldn't you?
John McHale	I am a high school, I have one of the bigger programs. There are going to be almost as many kids as ... I know historically the bulk of my teachers will take math. So it's matching up the teacher I have with the kids who can do the best.
Mark Richard	How do you go from the pool to pick the person? How do we know that it's going to be done in a way that's even fair and above board? How do we make sure that everyone knows that it's a system?
John McHale	So at my school, I have a committee that goes through the applications. I have the ultimate say so. The committee goes through applications, and I give my parameters based on what we need.
Mark Richard	How do you pick you are looking for 3, and you have 11 looking to teach how do you pick them?
John McHale	We look at evaluation, we look at their Marzano score but I'm going to be honest with you that they all come out the same. I've never had 11.
Mark Richard	Ok, thank you.
Jim Preusser	We will look at that ok, Albert we heard you. Those are the areas where we thought we could reach agreement.
Mark Richard	We have three – let me lay it out. They were talking during the break, and there are several issues that they believe in and want to believe in the district. We have two articles that relate to the mission and vision. There is a real question – are they just slogans or are they real? (passing out proposals) They are both economic.
Jim Preusser	Are you amending your proposals or are these additional?
Wendy Doromal/ Mark Richard	In addition to.

Jim Preusser	Okay, go ahead.
Maribel Rigsby	Instructional in response to years of experience, we feel this one goes, years of experience salary. It could be adjusted. See Appendix E.
Theresa Harter-Miles	Average you took here?
Maribel Rigsby	This is in response to the years of experience when the teacher is new to OCPS; we feel that this one goes more with what contract language calls for with respect to hiring in at the same place with others already here. (they used information they got this summer based on salary and years of experience)
Theresa Harter-Miles	Is it the average? Is that what you used?
Maribel Rigsby	Yes we did a records request over the summer. This is the average, plus the 800 we are proposing.
Mark Richard	Hear the superintendent and try to attract that's why we call it Pays to Join OCPS.
Jim Preusser	Okay, we are ready.
Matt Hazel	This is a new proposal; we saw "Pays to Stay at OCPS" on one of your documents last time and thought that was good. This is a longevity supplement that increases every five years, Brevard just agreed to this and based on our membership reaction to this, this is something we'd be interested in. This would be a way for OCPS to demonstrate its continued commitment to our teachers and their desire to retain them. See Appendix F.
Mark Richard	Before we do the next one, because we think it's big. And maybe there is time to call the Superintendent. We would love today to put something out that tells everyone that we don't have to wait for a formality, we really want something to come out of this today so it appears we have in good faith bargained. If it has any meaning the spirit of it (collaborative). We'd like to end today on a high. And Wendy as a sign of her excitement has even signed this. (passed out a letter – Duty Days Rules of Clarification) See Appendix G.
Wendy Doromal	So what we heard is there is not concern regarding passing time. We want to acknowledge this so we don't have to file grievances. It reiterates what your administrator said. Want to make sure.
John McHale	What about deans, they are instructional, does this apply to them?
Wendy Doromal	But they do not have classrooms.
Jim Preusser	Why don't you let us caucus and discuss and see if it's possible for us. Give us about 15 minutes.

Mark Richard	Will you let us know about dates?
Jim Preusser	Yes, lets' talk about that now. We have the 23 rd – and per the agreement that we have two days. Would you be willing to do Nov. 6 th as main table, and Nov. 8 th as impact bargaining.
Mark Richard	Question, whatever turns out to be the main table, we would like to consider starting later.
Wendy Doromal	Maybe 4:30.
Mark Richard	We'd like to allow people to see this; you pick the day, we'd pick the hours. Tell us what a reasonable start/stop time would be.
Jim Preusser	We'll consider it.
Mark Richard	People ought to witness the process.
Jim Preusser	Do you intend to have it here at CTA?
Mark Richard	This might be a little too small.
Jim Preusser	Would there be free parking? Maybe at a neutral site?
Mark Richard	Yes, free parking – the teachers should not have to pay for parking. There is something magical about witnessing the process.
Jim Preusser	We will take it under consideration. Broke for caucus at 3pm
3:15	Returned
Jim Preusser	Thank you for stepping out The 2 proposals and the communication is under review. The first pay to join we are going to cost it out, the same as the supplements. Will get back to you on both of those. What I am going to do with this is take it back to the Superintendent and Deputy. They may want to wordsmith. Can you give me an example of an emergency?
Mark Richard	Someone with a gun, a medical emergency, etc.
Jim Preusser	Okay, understood. Gloria do you want to give some insight.
Gloria Fernandez	Teachers on their own stand by their door. It's not required, much appreciated.
Kenneth Simmons	That is not true at my school. We are told to stand by our doorways.
Jim Preusser	Which leads me back to a larger discussion.
Kenneth Simmons	There is that inconsistency – which is why we need to formalize
Jim Preusser	We can understand your concern.

Mark Richard	I do not understand why we have an issue with teachers wanting to pee.
Jim Preusser	There is verbiage in that statement that is more than just about peeing. For us to say across the board that this will happen in every school, it's not appropriate until leadership can weigh in.
Matt Hazel	To point something out we may disagree, if passing periods is not a break then every teacher in high school with an afternoon planning is violating the contract.
Jim Preusser	I understand it's important to you; I'm going to take it back. You're trying to pressure me into signing today and I'm not going to do that.
Mark Richard	Remind you of bargaining. Told a story about the airlines. To me yes we are frustrated, this is a way to show our members. You told us they do not have to do this. Suggested he was going to put something out anyway – since it's already in the contract we could just do that.
Wendy Doromal	We should just do that.
Jim Preusser	Let me be clear, I'm the chief negotiator. The principals weigh in but I'm the one who makes the decision on how to proceed with this.
Mark Richard	They said not at my school. We are telling you it is happening out there.
Jim Preusser	So I am going to have multiple people weigh in on this. If you want to step out, I will try to get a hold of someone. Any way no one said we do not care. If you want me to consider it, I am happy to do that. I do not have the authority to agree to that. If I need to word smith it then I will do that.
Mark Richard	Then sign it.
Jim Preusser	Happy to reach out to the Superintendent. I'll do that. We have a couple of principals here but they are not in charge.
Mark Richard	We're talking about going to the bathroom.
Jim Preusser	We're not talking about going to the bathroom.
Caucus	3:27pm
Jim Preusser	Reading from contract page 60 g, I was looking at the Contract. As I read through this document, this is a safety issue, so how it is written right now I cannot agree to this.
Mark Richard	So do you believe you have the right to tell a teacher who has an urgent biological issue, to say no.
Jim Preusser	Mark, I'm not aware that this is going on across the district. Has that happened?
Wendy Doromal	Yes.

Nicholas Anderson	There are definitely issues with people calling the front office and no one answers the phone. That is a big issue. 40 year old women are afraid to file a grievance because they are ashamed. You're not going to find grievances.
Jim Preusser	But there's contract language.
Nicholas Anderson	There is, but it's being violated across the board. Again, someone is not picking up the phone repeatedly. Or they say they will be there in 15 minutes and they aren't there. 2 part, calling front office and no one is picking up the phones, it is a bathroom break and student issue. When AR across the district, if you go through the grievance process, 40 year old is afraid to file a grievance, then do not talk about it, they are afraid to file. There is contract language it is being violated and not filing a grievance because they felt embarrassed, there is no one picking up the phone.
Daphne Lewis	I had an example of this last week. I had to go to the restroom and I called the front office. Five minutes later I'm dancing around – I called back and she said “oh I made the call”. I had a problem figuring out how to get out of the room without abandoning my students.
Jim Preusser	Is there an alternative to the phone?
Matt Hazel/ Nicholas Anderson	No there is not, not for teachers
Kenneth Simmons	Teachers learn to adapt to certain situations. I find is the teachers are required to stand at the door is because the students are out of control.
Jim Preusser	This is all good commentary. I'm sure you have more. I'm looking at other language – do you think this is being violated?
All	Yes.
Jim Preusser	How long have you been at your school?
Matt Hazel	9 years
Jim Preusser	Always at the same school?
Wendy Doromal	I am putting out a call to all teachers, it is every school.
Matt Hazel	(he didn't answer)
Mark Richard	These people are professionals, can you imagine any other profession having to have this conversation?
Jim Preusser	So why don't you give me a proposal instead of a communication. You told me there are no grievances.
Mark Richard	You think they are lying?

Jim Preusser	I didn't say that. I asked if you... Let me finish.
Mark Richard	Oh my god, this meeting is over.
Wendy Doromal	This is over, let's just go.
Jim Preusser	We are done, you are not going to yell at me across the table.

Appendix A

Appendix B

LAST, BEST AND FINAL OFFER AMENDED COMPREHENSIVE PACKAGE PROPOSAL

District Counter Proposal to CTA Proposal #2 (Amended)
Article IV.1

October 3, 2019

ARTICLE IV

ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall be permitted to meet with employees, subject to the following:

1. The representative(s) shall check in and out at the work location upon arrival and departure.
2. Visits with employees at their work location shall not be permitted during student contact time or during a period of assigned duty. Visits with individual teachers shall not require prior notice.
3. The administrator will facilitate the visit by assigning a reasonable location for the Association representative to confer with employees. The location should provide a reasonable degree of privacy so that the union and employee(s) may speak confidentially. Further, when reasonably possible such location should not be adjacent to the administration offices.
4. Upon request, the representative(s) shall have his/her presence announced by the posting of a notice and/or over the intercom system, outside the student day. Such announcement shall include the location and time of the visit, and may be made by either the administrator or the site Association representative.
5. The Association, with the administrator's consent, shall be permitted to use a work location's facilities for holding meetings which include employees from other work locations, provided such meetings are held outside the employee duty day and the Association bears the actual cost of such meetings at the lowest cost category.
6. At the beginning of each school year, the Association will be provided a mutually agreeable time on the agenda during the district-wide orientation to speak to new employees.

a. If new employee orientation(s) are held during the school year, the Association will be given at least two (2) weeks notice prior to the opening session(s) of the orientation(s). The Association will advise the District at least one (1) week prior to the orientation(s) of their intent to attend. The CTA President/designee will be given the same opportunity to speak to new employees as at the district-wide orientation.

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~~7. The District shall include a CTA designated package and membership application in all new employee materials distributed to new employees.~~

~~8. If any new employee orientations are held during the school year, CTA will be given notice at least 5 days prior to the new employee orientation and the CTA President or the President's designee will be listed on the agenda to address the new employees for no less than 30 minutes.~~

B. Site Association Representatives

1. Upon conclusion of any faculty meeting, the site Association Representative shall be given the opportunity to make announcements relating to Association business. Continued attendance by employees shall be voluntary. Once a month the site Association Representative(s) shall be given the opportunity to hold a meeting during non-student contact time of all instructional personnel at a school site to make announcements relating to Association business. Attendance by employees shall be voluntary. The site Association Representative(s) shall be given an opportunity to send an Association-approved email message related to Association business to all instructional personnel at a school site.

2. The site Association Representative may use the work location's facilities for the purpose of conducting professional meetings during non-student contact times. Such meetings shall be arranged in advance with the administrator and shall not be unreasonably denied.

3. When the site Association Representatives are either involuntary transferred, or have grade/subject assignment changes and room changes on the work location's campus, the transfer or changes, shall be reviewed by the CTA President and the Superintendent or their designee. The site Association representative must request such a review in writing, and submit the request to the Association within ten (10) days of the transfer or change.

4. The Association will provide each site administrator the name of the CTA Association Representative at his/her school within six weeks of the beginning of each school year. Notification will be given of any changes throughout the year.

5. The Association shall provide and maintain a current list of site Associations Representatives and provide such a list and updates to Employee Relations.

6. The site Association Representative and the Administrator may meet monthly to discuss implementation of the contract and issued within the work location.

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C. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater access rights than the Association.

D. Communications

1. The Association shall have the exclusive right to bulletin board space of at least nine square feet for the purpose of posting materials related to Association business, such as newsletters, Association programs, training, meeting notices and committee reports.

a. The Association may, at its own expense, provide an additional bulletin board for its exclusive use subject to the provisions contained in this Section.

b. The bulletin board space shall be located in an area mutually determined by the administrator and the site Association representative. The President/designee shall have input into the decision.

~~c. Only the Association Representative or his/her designee may post or remove information on the bulletin board space.~~

~~c. A designated site Association Representative, or the President/designee in the absence of a site Association Representative, shall be responsible for posting material submitted by the Association, a copy of which shall be furnished to the administrator before posting. The Association agrees that no controversial material shall be posted. No literature or posters alleging a misdeed(s) on the part of a specific management or Association Representative shall be posted. Notices endorsing any national, state, or local political candidate shall be prohibited.~~

2. The Association shall be permitted to use the courier service for maintenance of this Contract, subject to the following:

a. The Association office shall be placed on a service route for pickup and delivery, subject to the rules and regulations of the courier office.

b. The Association shall not use the courier for distribution of materials/communications derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Association may send out flyers on behalf of each candidate for the Association office.

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- c. An average of one bulk mailing per week may be sent. Bulk mailings may be spot-checked for compliance with the above sections. Mailings not in compliance may be returned to the Association.
 - d. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by the Association's use of the courier. If the Board is notified officially of any such potential liability, the courier service shall be suspended until such time the matter may be resolved.
 - e. If the Association fails to comply with these provisions, the use of the courier may be suspended upon written notification. Any request for reinstatement of the courier shall be presented by the Association to the Board at a regularly scheduled meeting of the Board.
3. The Association will be permitted to use employee worksite and electronic mailboxes (email). However, the District may deny permission for the Association to use the District's email system if it fails to comply with the provisions of this Section or Section D.4. of Article IV.
4. The Superintendent or designee shall receive a copy of all materials/communications to be distributed district-wide, either through the courier or through email, at least one business day prior to distribution. This shall include Association approved email messages distributed through site association representative(s). The administrator shall receive a copy of all materials/communications to be distributed in the school. When the Association disseminates information without utilizing any District resources such as mailbox, email or courier, the Association is not required to produce a copy to any administrator. Emails that are notices for Association meetings at the Association's office do not have to be sent to the District.

E. Association Leave

- 1. The Superintendent will recommend and the Board will approve, the duly elected president of the Association, a leave of absence to serve as the CTA president for the term of his/her presidency. The district will serve as the fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges by placing the president in an assigned department for payroll purposes only. The Association shall reimburse the Board 100% of any and all sums paid to or on behalf of said president. The Association agrees to hold harmless the School Board for all claims that arise from actions that occur while the CTA president serves in office. Optional insurance coverage may be continued by paying the premiums due during the approved leave of absence. The bill for the optional insurance coverage will be sent directly to the president to continue the insurance plans.

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The president shall return to the school previously assigned at the end of the term of his/her presidency. The president shall not earn annual leave, nor be covered by the Board's Workers' Compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president and seniority shall be accrued during said leave.

The president may transfer any unused sick leave days accrued as president, provided daily attendance is documented by the CTA president during the period served as president. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately.

For evaluation purposes, the President shall be classified as Category 4 during the years served in office. However, during the first year in office, any salary increases based on the previous year's evaluation scores shall be applied to his/her salary. In subsequent years, while the president is classified as a Category 4 s/he shall receive increases designated as an across the board raise.

2. The Association shall be granted 2% of membership but not less than 105 days of leave per fiscal year for use by its members. No one employee may use more than five of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent.

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 members and CBLT Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

F. Information

1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present. Copies of said materials, if requested, shall be provided at cost, or as specified elsewhere in this Contract.

2. A monthly listing of all employees new to the District shall be provided at no cost per the Association's specifications, provided such is available in the format requested.

3. The parties agree to explore the use of electronic media as a means of improving communications.

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4. The Association shall be provided a copy of each Board agenda packet at the time of distribution to the Board. An effort shall be made to notify the Association regarding any new item added to the agenda which directly impacts the employees and the Association.

5. The Association shall receive a copy of all materials for general distribution which pertain to employees and to this agreement. Confidential items related to collective bargaining are exempt from this provision. In addition, the Association shall receive copies of all Board publications and an official copy of School Board policies and any revisions of such.

6. Rules and procedures outlined in school handbooks shall not violate board policies or provisions in this contract. When requested to sign the handbook, the signature of the teacher indicates receipt and review of the handbook.

G. The Superintendent and the Association president shall meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.

H. The Association shall be notified and allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda for comment, and supplied copies of materials distributed to the trustees.

I. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.

J. The Association shall have the opportunity to provide input prior to any recommended revisions of the district grading policy, attendance policy, and/or Code of Student Conduct.

K. Mutual Agreements

1. Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B. If the Board anticipates scheduling the end of the first semester at any time other than at the end of Winter Holiday, and/or scheduling the Spring Holiday at any time other than between the third and fourth marking periods, the parties shall meet for the purpose of impact bargaining such change(s).

2. No changes shall be made in the Supplement Handbook without the two parties meeting to negotiate the changes.

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3. The parties agree that selected forms, which are identified in this Contract and required for its maintenance, shall be agreed to and attached to a memorandum of understanding.

L. The District agrees to make a reasonable effort to notify the Association as soon as feasible before changing any school to or from year-round, prototype or charter school status.

M. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within 30 days of submission. The request will be judged upon its merits. Denial shall be accompanied by a written reason. Any component submitted by the Association shall be required to meet the established standards for inclusion in the District In-service Master Plan. An employee conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Schedule and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Council.



445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

September 26, 2019

Ms. Wendy Doromal, President
Orange County Classroom Teachers Association, Inc. (OCCTA)
1020 Webster Avenue
Orlando, FL 32804

RE: Observer Training for Evaluation Committee Members

Pursuant to our discussion on September 26, 2019, Orange County Public Schools (OCPS), hereinafter the "District", provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association, Inc., hereinafter the "Union". This document memorializes our discussion during bargaining regarding Observer Training for Evaluation Committee members. The District and the Union agree as follows:

- There is value in all members of the Evaluation Committee being trained as observers for the District's instructional evaluation model.
- The Classroom Teachers Association Evaluation Committee members who are active OCPS employees shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development.
- Classroom Teachers Association staff members who are not active OCPS employees will have the opportunity to receive Instructional Framework Observer Training or Instructional Framework Observer Recertification Training from a member of the Professional Learning Department staff that is not paid through state or federal grant funds.
- Instructional Framework Observer Training or Instructional Framework Observer Recertification Training for Classroom Teachers Association staff members will be provided at a mutually agreed upon time.

The parameters outlined in this LOU will expire June 30, 2021, or upon mutual agreement between the District and the Union.

Regards,

James Preusser
Senior Executive Director, Human Resources

Accepted and Agreed:

OCCTA

Date

OCPS

Date

Appendix C

LAST, BEST AND FINAL OFFER AMENDED COMPREHENSIVE PACKAGE PROPOSAL

District Counter Proposal to CTA Proposal #5
Article X.1

September 26, 2019

ARTICLE X EVALUATION

A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statue and State Board Rule regarding the evaluation of the performance of instructional personnel. Evaluations shall be based on a combination of the Instructional Practice Score (observable) and Student Growth to create a Summative Rating (final outcome).

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required but may opt to complete Deliberate Practice.
2. Procedures for evaluation shall be as set forth in this Article. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations and evaluations and Deliberate Practice. The manual shall be incorporated into and made part of this contract. This manual shall be available on line to all teachers.
3. The District shall provide professional development for all aspects of the evaluation process.
4. Evaluation Due dates: When the actual day of the due dates listed within this article fall on a weekend or non-duty day, the due date shall be the next scheduled duty day.

B. A teacher shall be placed in one of the following categories.

1. Category I: Teachers who are in their first, second or third year of teaching and are new to the profession.
2. Category 2A: Teachers who are in at least their fourth year of teaching.
3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.

- a. If the teacher meets one of the requirements for Category 2B, the teacher may request

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- that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category.
- b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.
 - c. Teachers who have an Instructional Practice score of 1.5 to 2.3 shall be placed in Category 2B for the subsequent school year.
4. Category 3: Teachers who have been determined to be less than Effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's Student Growth model. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.
- a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.
 - b. The number of required observations for a Professional Improvement Plan (PIP) is three (3) Formal observations and seven (7) Informal observations.
 - c. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to his/her original category.
 - d. Informal observations of teachers on a PIP may begin after the first fifteen (15) duty days.
 - e. The time lines for completing or responding to a PIP may be extended by mutual agreement.
 - f. The required observations for a PIP may extend past the May 1 evaluation deadline.
5. Teachers who taught eighty (80) student days or less between the first student day and May 1 will be assigned Category 4. Teachers in this category shall not be required to complete the Deliberate Practice.

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C. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. General Provisions:

- a. There shall be two types of evaluative observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least fifteen (15) duty days before any formal or informal observation is conducted.
- b. Informal observations may be conducted but shall not be counted on the student contact day immediately before Thanksgiving Break, as well as the student contact days immediately before and after Winter Break and Spring Break. These informal observations may be counted toward evaluation with mutual written agreement.
- c. Any Informal or Formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.
- d. Category 2A teachers shall have at least one observation (Formal or Informal) documented by November 15 and a second observation (Formal or Informal) documented by March 1.
- e. A list of trained teacher observers shall be made available on-line.
https://ocps.net/departments/professional_development_services/evaluation_systems/district_trained_observers_list/
- f. Observations made after May 1 to the end of the school year shall be documented but not used to calculate the Instructional Practice Score.
- g. Teachers shall be provided a signed copy of their Survey 2 and 3 class roster within ten (10) duty days of signing.
- h. Each teacher shall be notified by email regarding which assessment(s) will be used to measure their student data portion of their Summative Evaluation prior to the end of pre-planning each school year. Cut scores will be bargained for teacher evaluations.
- i. If more than two observers are conducting an observation of a teacher, there must be mutual agreement as to whether that observation is to count towards a teacher's Status Score.

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j. For rating(s) lower than applying, administrators must provide comments to describe such ratings. Teachers have the right to request a conference to discuss these rating(s).

2. Non-Evaluative Coaching Observations

Non-evaluative coaching observations are unscheduled observations which will only be available for viewing to the teacher and the teacher's observer. It is not a part of the evaluation scoring process. There shall be no maximum number of coaching observations throughout the school year. A coaching observation shall be conducted prior to the first observation (formal or informal) and shall serve as the Practice Observation. The purpose of a coaching observation is to look for evidence of implementation of professional development, provide actionable feedback while identifying predominant practices for effective instruction.

3. Provisions for Informal Observations:

a. The evaluating administrator shall indicate to the teacher when s/he is performing an Informal observation prior to beginning the observation.

b. The number of Informal observations required for each category is:

- Category 1 and 2B: Four observations, two in the first semester and two in the second semester
 - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only two observations are required.
- Category 2A: Two observations
- An additional Informal observation may be conducted each semester upon mutual agreement between the teacher and the evaluating administrator. The teacher must request the additional Informal observation for the first semester by December 1 and for the second semester by April 1.
- If a teacher exceeds the required number of Informal observations, the lowest observation shall be dropped.

c. A new Domain 1 observation cannot be performed and scored until feedback has been posted for the prior Domain 1 observation, unless the parties agree otherwise.

d. Teachers may request an additional informal observation to be completed by another trained administrator. This additional observation shall be calculated in the Instructional Practice Score and/or Deliberate Practice Score as provided elsewhere in this contract.

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- e. Audio visual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for Informal observations shall be permitted upon a signed mutual agreement.
 - f. An Informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.
4. Provisions for Formal Observations
- a. The number of Formal observations required for each category is:
 - o Category 1 and 2B: 2 observations, one in the first semester and one in the second semester
 - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only one observation is required.
 - o Category 2A: 1 observation
 - b. Each teacher shall be advised as to who will observe him/her prior to any Formal observation. Formal observations shall be completed by administrators only. Each Formal observation shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator. The planning conference shall occur one to five duty days prior to the formal observation and the reflection conference shall occur one to five days after the formal observation except by written mutual agreement.
 - c. A teacher shall receive a change in the date or time of a Formal observation upon request.
 - d. If a Formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The Formal observation shall be rescheduled at a mutually agreeable time.
 - e. In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the Formal observation may be extended. This shall not extend the time for notice of non-reappointment.
5. Domain 4: All Category 2A teachers will receive one non-evaluative observation and one evaluative observation for Domain 4. The non-evaluative observation will be conducted by the end of the first semester. Category 2B and Category 1 teachers will receive two evaluative

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observations for Domain 4.

~~6. Domain 4: For ratings lower than Applying, administrators must provide evidence of such ratings and schedule a conference with the teacher within 10 duty days after the observation. The teacher may request a representative to be part of the conference.~~

D. Provisions for Deliberate Practice

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute.
2. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score.
3. The highest Deliberate Practice rating for the targeted element from any observation will be averaged with ratings for elements “Developing a Written Growth and Development Plan” and “Monitoring a Written Growth and Development Plan” of Domain 3 to determine the overall Deliberate Practice score.
4. The following scoring method shall be used to determine the Deliberate Practice Score:
 - Innovating = +.4
 - Applying = +.3
 - Developing = +.2
 - Beginning = +.1
 - Not Using = -.1

The scores above shall be used in the Deliberate Practice formula referenced in Section D.2. Prior to receiving the overall Deliberate Practice score, instructional personnel must complete the Deliberate Practice Plan with three pieces of evidence documented. The deadline for completing the Deliberate Practice Plan is April 1. An overall ‘Not Using’ score will only be given to teachers who do not complete all three components of the Deliberate Practice Plan. Deliberate Practice observations may be conducted until the May 1 deadline.

5. The orientation for Deliberate Practice shall be provided by Professional Development Services.
6. The teacher shall complete a self-evaluation in iObservation in order to choose the element of focus for their Deliberate Practice plan. The self-evaluation shall remain private.

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7. The teacher shall submit a plan within the teacher's first forty-five (45) duty days.
8. The administrator shall provide feedback to the plan within ten (10) duty days of submission. The teacher shall have ten (10) duty days to resubmit the plan if needed. The element "Developing a Written Growth and Development Plan of Domain 3 shall be rated by the administrator at that time.
9. Teachers shall receive support and actionable feedback from their evaluating administrator throughout the Deliberate Practice process.
10. Administrators are encouraged to provide coverage for teachers who may choose to observe fellow teachers.
11. The selected element may be scored more than once by an evaluating administrator during an Informal or Formal observation, however, only the highest rating shall be counted towards the overall Deliberate Practice score.
12. When teachers have received all required observations and have requested the optional additional observations, a specific observation shall be conducted for the express purpose of scoring the selected Deliberate Practice element. The evaluating administrator shall only score the selected Deliberate Practice element. No other elements will be scored during this additional observation.
13. Teachers shall be able to request one additional observation to score their selected Deliberate Practice element. No other elements are to be scored. Teachers must request this additional Deliberate Practice observation by April 1.
14. Administrators shall score the Monitoring Progress Relative to the Professional Growth and Development Plan element of Domain 3 by April 15.
15. Teachers on temporary contract are not required but may opt to complete the Deliberate Practice.
16. Deliberate Practice provisions may be reopened by either party each year.

E. The Instructional Practice Score of a teacher's performance shall be made in accordance with the following provisions:

1. The Instructional Practice Score of a teacher's performance is the responsibility of the

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administrator.

2. The Instructional Practice report shall be finalized by May 1 of each year.
3. If due to procedural violations, the teacher fails to receive the minimum number of observations for their Instructional Practice Score report by the May 1st deadline, then their Instructional Practice score rating shall be reported as a minimum of “Effective.”.
4. Teachers shall receive an email notification of their Instructional Practice Score report no later than May 1. The teacher shall have until June 1 to respond in writing in the comment section on their summary page in iObservation. The report must be electronically signed or signed in writing by the teacher; however, signature does not necessarily imply agreement with the evaluation.
5. A copy of each teacher’s Instructional Practice Score report shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.
6. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary Contract teachers recommended for reappointment.

F. Student Learning Growth Cut Scores

1. The student learning growth portion of the evaluation will be one-third of the final summative evaluation for all instructional employees. The instructional practices portion of the evaluation to include the deliberate practice element will constitute the other two-thirds of the final summative evaluation.
2. All instructional personnel will receive student learning growth scores through local student learning growth models. For these student learning growth scores, standard errors will be used along with the value-added score to ensure a higher degree of confidence in assigning rating categories. This method will be used for each assessment to determine course, school, district or any other growth scores. The rating categories will be collaboratively agreed upon and are set as follows:
 - a. Highly Effective: A highly effective rating is demonstrated by a value-added score of greater than zero (0), where all of the scores contained within the associated 99- percent confidence interval also lie above zero (0)

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- b. Effective: An effective rating is demonstrated by a value-added score of zero (0); or a value-added score of greater than zero (0), where some portion of the range of scores associated with a 99-percent confidence interval lies at or below zero (0); or a value-added score of less than zero (0), where some portion of the range of scores associated with both the 95-percent and the 99-percent confidence interval lies at or above zero (0)
- c. Needs Improvement or Developing if the teacher has been teaching for fewer than three (3) years: A needs improvement or developing rating is demonstrated by a value-added score that is less than zero (0), where the entire 95-percent confidence interval falls below zero (0), but where a portion of the 99-percent confidence interval lies above zero (0).
- d. Unsatisfactory: An unsatisfactory rating is demonstrated by a value-added score of less than zero (0), where all of the scores contained within the 99-percent confidence interval also lie below zero (0).
3. When a particular assessment does not meet requirements for the calculation of a local student learning growth score, the results for the assessment shall be combined into the overall student learning growth score as “Effective”. Multiple pieces of student learning growth will be weighted based on the number of students included.

G. Evaluation Rating Ranges

1. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows.

Highly Effective:	3.3 to 4.0
Effective:	2.4 to 3.2
Needs Improvement/Developing:	1.5 to 2.3
Unsatisfactory:	1.0 to 1.4

If the Status Score and the Deliberate Practice score exceeds a 4.0 rating, the teacher shall receive full value.

2. Student Learning Growth Score – The four evaluation ratings are specified as follows:

Highly Effective:	4.00
Effective:	3.29
Needs Improvement/Developing:	2.39
Unsatisfactory:	1.49

H. Summative Evaluation Rating

1. If the Student Growth Score causes the Summative Evaluation rating to drop below the Instructional Practice rating or the Summative Evaluation rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing and

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publishing the Summative Evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. The report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation.

2. In unusual circumstances such as the extended illness of a teacher, a copy of the Summative Evaluation report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.

3. A PSC/CC teacher receiving a Summative Evaluation rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.

4. Other than procedural error ~~and Domain 4 rating(s)~~ the evaluation process or non-renewal of a teacher for competency shall not be subject to the grievance or arbitration process.

I. The evaluation procedures as set forth above, where applicable, shall apply to registered nurses.

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

1. Substantive changes to the Instructional Personnel Evaluation Manual shall reflect new contractual language agreements in this article. The Evaluation Committee is charged with aligning those contractual language changes to the Instructional Personnel Evaluation Manual.

2. The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

3. The Classroom Teachers Association Evaluation Committee members shall have the opportunity to attend the Certification or Recertification Professional Development for trained observers.

K. Appeals

1. An employee may elect to appeal a procedural concern ~~and/or Domain 4 rating(s)~~ to the supervising administrator. If the issue is unresolved, the employee may elect to appeal any unresolved procedural issue(s) ~~and/or Domain 4 rating(s)~~ through either the Appeals Committee or the grievance/arbitration procedure – but not both. Instructional Practice appeals shall be submitted by an instructional employee by June 15, Student Learning Growth appeals shall be submitted by an instructional employee within thirty (30) duty days of receiving the Student Learning Growth score.

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2. If it has been determined that there was a procedural error in an instructional employee's status score, then the following formula shall be used to report the revised score:

- If the Status Score is between 1.0 and 2.9, and there is a procedural error, the Status Score shall be a 3.0 Effective.
- If the Status Score is higher than a 3.0, and there is a procedural error, the Status Score shall be a 3.3 Highly Effective
- If it has been determined that there was a procedural error in an instructional employee's Deliberate Practice Score, then the revised score shall be .3 Applying and shall be added to the Status Score.

3. If it has been determined that there was a procedural error in an instructional employee's Student Learning Growth Score the following formula shall be used to report the revised score:

- If the Student Learning Growth Score is a 1.49 or a 2.39, and there is a procedural error, the Student Learning Growth Score shall be a 3.29 Effective.
- If the Student Learning Growth Score is a 3.29, and there is a procedural error, the Student Learning Growth Score shall be a 4.0 Highly Effective.

Appendix D

Appendix E

Appendix F

Appendix G