

# MINUTES

CTA CBLT

CTA Office

December 4, 2019

## In Attendance

LeighAnn Blackmore	District	Daphne Lewis	CTA	Maribel Rigsby	CTA
Albert Davies	CTA	Clinton McCracken	CTA	Elizabeth Silva	District
Wendy Doromal	CTA	Megan Oates	CTA	Kenneth Simmons	CTA
Farrah Hawkins	CTA	James Preusser	District	Mary-Grace Surrena	CTA

## Additional Attendees/Guests

Jaime Alberti	District	Lisa Downey	District	Bryan Holmes	District
Lindsay Bowlin	District	Julie Grabach	District	Kathy Shuler	District
Mary Bridges	District	Theresa Harter-Miles	District		

## Minutes

<b>Jim Preusser</b>	Good Morning. Thanks for having us today, glad we could find a mutual day. Wendy, as you recall I asked you to send some questions, so we can get into some in depth conversation. We have four things we want to talk about today. <ul style="list-style-type: none"><li>• FortifyFL</li><li>• Threat Assessment</li><li>• Mental Health</li><li>• Best and Brightest</li></ul>
<b>Wendy Doromal</b>	Can we tell you what we want to add?
<b>Jim Preusser</b>	Please go ahead.
<b>Wendy Doromal</b>	Calendar , lesson plans, psychologist calendar.
<b>Jim Preusser</b>	Calendar: Mary-Grace, Lindsay Bowlin and Lisa Downey from Payroll will be here at 11 to talk. I will now turn this meeting over to Chief Holmes.
<b>Bryan Holmes</b>	FortifyFL has been placed on the CTE website.

<b>Megan Oates</b>	Is there a plan on the website to tell the staff so the students will know?
<b>Bryan Holmes</b>	We will put training together for the CTE staff. Newsletter to teachers about who is on the Threat Assessment team, and a memo pushed out through Dr. Vazquez's newsletter to remind the area to put out to staff.
<b>Mary Bridges</b>	Communication, that will be who is on the team?
<b>Wendy Doromal</b>	Can we get a copy of the newsletter?
<b>Jim Preusser</b>	Yes, that is all on the threat assessment.
<b>Wendy Doromal</b>	Is there a liability risk?
<b>Mary Bridges</b>	FS 768.28 (Reading statute) Teacher would not be liable unless they persuade the student to harm themselves.
<b>Wendy Doromal</b>	Can we get a copy?
<b>Jim Preusser</b>	We will send you a copy of everything.
<b>Wendy Doromal</b>	Mental health plan was due on Dec 1 <sup>st</sup> , can we get a copy?
<b>Mary Bridges</b>	It is on the front page of the website and we will send you a copy.
<b>Jim Preusser</b>	With that being said you had questions.
<b>Wendy Doromal</b>	We have to bargain who will teach the mental health course.
<b>Mary Bridges</b>	There is no specific certification, in all classes, the teachers will play a tutorial and select the activity.
<b>Wendy Doromal</b>	Where is video from?
<b>Mary Bridges</b>	From Kognito.
<b>Wendy Doromal</b>	Looks like a good program.
<b>Maribel Rigsby</b>	When are teachers going to be trained?
<b>Mary Bridges</b>	It will be during their non-individual planning time. Also, voluntary training offered.
<b>Wendy Doromal/ Maribel Rigsby</b>	Since it is a webinar is there going to be a specific time?

<b>LeighAnn Blackmore</b>	It will be scheduled for a time to do it during contractual time.
<b>Maribel Rigsby</b>	Like how Skyward was implemented?
<b>LeighAnn Blackmore</b>	Yes.
<b>Mary Bridges</b>	Any other questions?
<b>Maribel Rigsby</b>	Can they opt out?
<b>Mary Bridges</b>	They cannot opt out but we will look at it case by case.
<b>Clinton McCracken</b>	How would that be communicated to teachers?
<b>Mary Bridges</b>	We can put it as part of the training.
<b>Kathy Shuler</b>	It does fall under required instruction, we will communicate and make them aware.
<b>Jim Preusser</b>	This is a very personal matter would not want to open in public discussion.
<b>Mary Bridges</b>	Keep going.
<b>Megan Oates</b>	Some people may not know what their triggers are but during the course of delivery, site based staff needs to be prepared in case there is a need that arises during the course.
<b>Mary Bridges</b>	There will be staff available and mental health available.
<b>Megan Oates</b>	There are people who did not realize and it bubbles up.
<b>Wendy Doromal</b>	It says they will be taught in one class, what class will it be taught in, is it one day?
<b>Mary Bridges</b>	It will be taught in 5 <sup>th</sup> period on multiple days.
<b>Wendy Doromal</b>	How will teachers be compensated?
<b>Mary Bridges</b>	State did not provide compensation.
<b>Wendy Doromal</b>	They need to be compensated.
<b>Jim Preusser</b>	If you have a proposal for that we will consider it.
<b>Kathy Shuler</b>	All will be provided and the teacher can select the activity.
<b>Maribel Rigsby</b>	How will it be tracked?

<b>Mary Bridges</b>	We will use normal attendance.
<b>Wendy Doromal</b>	No grading, no follow up?
<b>Kathy Shuler</b>	If a teacher sees something, they would have to follow up with the SAFE Coordinator.
<b>Mary-Grace Surrena</b>	If a teacher finds something, is there a timeline to report it?
<b>Kathy Shuler</b>	If a teacher is aware of it, the teacher would turn it over immediately.
<b>Mary Bridges</b>	If they're having a discussion and a student reveals something, there will be staff on hand to help.
<b>Farrah Hawkins</b>	I am concerned that the teachers will be very concerned and principals need to be ready to communicate with teachers.
<b>Kathy Shuler</b>	We will make sure.
<b>Megan Oates</b>	The extra support is not just the day?
<b>Mary Bridges</b>	It will also be during follow up. Curriculum selection – met with several groups – to select curriculum. Bid selection – (read doc) 3 companies solicited and picked from them. They selected a vendor we already use, who has experience in this field.
<b>Clinton McCracken</b>	Does it have info for LBGTQ?
<b>Mary Bridges</b>	The suicide lesson is something we are looking at, but will look into that. Online student question – read answer Union involvement – we had these two.
<b>Wendy Doromal</b>	Remind the district we want involvement.
<b>Jim Preusser</b>	We understand.
<b>Maribel Rigsby</b>	We had someone represent Skyward, we want something like that in the future.
<b>Kathy Shuler</b>	We have mentioned we thought we sent two emails inviting this group, we thought we did and apologize if there was miscommunication. You gave us good feedback.
<b>Maribel Rigsby</b>	Does this involve evaluations?
<b>Kathy Shuler</b>	No.

<b>Jim Preusser</b>	With that being said, is there anything else around those three topics?
<b>Kathy Shuler</b>	You asked about putting it out to all teachers.
<b>Wendy Doromal/ Maribel Rigsby</b>	We have something to put across the table.
<b>Jim Preusser</b>	When are you doing that?
<b>Wendy Doromal</b>	Today, we can do it.
<b>Jim Preusser</b>	Do you want to say anything else?
<b>Maribel Rigsby</b>	CTA Proposal #1 – Supplement Handbook (Threat Assessment Team). See Appendix A.
<b>Mary Bridges</b>	I have a question about compensation for the threat assessment team, if there was a standing member of the threat assessment there would be \$1,000. If not, they would be paid per meeting?
<b>Mary Grace Surrena</b>	The \$50 is not for the standing members, those two would get \$1,000. And anyone else would get \$50 per meeting (teacher, social worker, staffing specialist, etc.).
<b>Wendy Doromal</b>	Why is the District Police is not part of our union?
<b>Bryan Holmes</b>	We are not unionized.
<b>Jim Preusser</b>	We will take it back and will get back with you. Anything else on the 3 topics?
<b>Wendy Doromal</b>	No.
<b>Jim Preusser</b>	Can we caucus for about 10 or 15 minutes?
<b>Maribel Rigsby</b>	CTA Proposal #2 – Events Outside Duty Day and CTA Proposal #3 -- Supplement Handbook – Mental Health Curriculum and Graduation. See Appendices B and C.
<b>Jim Preusser</b>	You have a proposal based on last discussion?
<b>Maribel Rigsby</b>	Letter P was in addition to today. That is events like graduations and things on Saturdays. That is the intent behind it.
<b>LeighAnn Blackmore</b>	The people who are already getting a supplement are not part of this?

<b>Wendy Doromal</b>	But if counselor has to go.
<b>Mary Bridges</b>	By graduation time they shouldn't have to be there.
<b>Albert Davies</b>	My wife is a counselor and they are voluntold.
<b>Megan Oates</b>	You get an email, are here to support your students, why would you not want to go.
<b>Maribel Rigsby</b>	Please let me know if you do not want to attend, we can provide examples of that.
<b>LeighAnn Blackmore</b>	If you have it now, let's see it so we can address it.
<b>Wendy Doromal</b>	Really, LeighAnn you can call every school.
<b>Maribel Rigsby</b>	Teachers who wish to feel comfortable teaching even though the curriculum is provided they still need to take time to view, implement and look at the responses and make sure it is not part of the evaluation.
<b>Mary Bridges</b>	There is only one activity that you would have to read, the other activities they do not have to read.
<b>Maribel Rigsby</b>	They still have to prepare. Did I give the right one?
<b>Jim Preusser</b>	You gave Mental Health.
<b>Mary Bridges</b>	My concern is they do not have to divulge.
<b>Wendy Doromal</b>	Those who do not have fifth period can be tapped?
<b>Mary Bridges</b>	We would use them for substitutes.
<b>Jim Preusser</b>	Let me get back after talking to Mary and Dr. Shuler.
<b>Albert Davies</b>	We need to be careful with HIPAA violations.
<b>Maribel Rigsby</b>	We took language from leave of absence.
<b>Mary-Grace Surrena</b>	Supplement would help with incentive to do it.
<b>Jim Preusser</b>	Anything else on this topic?
<b>Wendy Doromal</b>	We have other topics. We have Calendar and want to talk about committees. How many you want and we want. Coming from Valencia or anywhere else in the world, that should be separate.

<b>Jim Preusser</b>	How would the committee function?
<b>Wendy Doromal</b>	District personnel and equal members of CTA meet as every other committee meets. We can bargain at the table.
<b>Jim Preusser</b>	When you say bargain the calendar, the info is brought to the CBLT.
<b>Wendy Doromal</b>	We follow all the language.
<b>Jim Preusser</b>	It is difficult to talk at the table since you filed an arbitration.
<b>Wendy Doromal</b>	We can drop the arbitration or we can take it to court.
<b>Jim Preusser</b>	You did have two members I think in March of 2018. I looked at the minutes and Tom reported out. Let me finish. You had members on the committee before.
<b>LeighAnn Blackmore</b>	You named them.
<b>Wendy Doromal</b>	They went to a meeting and they were picked I did not know, then I asked what you did with the committee and they said they met in the café and were given 3 choices.
<b>LeighAnn Blackmore</b>	That is not true.
<b>Wendy Doromal</b>	We want it to work as the contract states, they meet and they can discuss.
<b>LeighAnn Blackmore</b>	We do not negotiate the calendar, that was removed many years ago.
<b>Maribel Rigsby</b>	There were teachers being asked, that we did not choose. We represent the bargaining unit. We should make the decision.
<b>Jim Preusser</b>	We do not have an issue, not saying as rhetorical just so it is on the record.
<b>LeighAnn Blackmore</b>	You are saying it needs to be negotiated.
<b>Wendy Doromal</b>	It sure does.
<b>Jim Preusser</b>	If language was removed, we need to look at the language. The December meeting was cancelled.
<b>Wendy Doromal</b>	If there is nine on committee for the District then I need the names.
<b>Jim Preusser</b>	I sent them to you but I will email you again. If you want to give other names.

<b>Wendy Doromal</b>	<p>We will have to talk about it. We can't get it rolling until we agree how it is run. Let me read Association Rights Mutual Agreements (Wendy is reading page 20 Article IV.K).</p> <p>We are supposed to meet prior to March 1<sup>st</sup> to set calendar, the part is the part to establish committee that we have equal members. We would have to mutually agree to have outside people in a meeting. It doesn't satisfy the District.</p>
<b>Jim Preusser</b>	It says it on page 6.
<b>Wendy Doromal</b>	They can come but they cannot be part of the committee. They can provide input but then the committee would decide what to do with the information. Those people actually helped pick out the calendar.
<b>Jim Preusser</b>	You said you will withdraw the arbitration if we can come to an agreement. I know #5 says calendar, however you said you want to negotiate and the old language was removed; that right is gone.
<b>Wendy Doromal</b>	Let's go back to every contract and we will file arbitration regarding old language.
<b>LeighAnn Blackmore</b>	You do not arbitrate what is not in the Contract.
<b>Wendy Doromal</b>	What is the purpose of the calendar?
<b>Jim Preusser</b>	You do not negotiate the calendar I understand your position. I cancelled the Dec 5 <sup>th</sup> with respect to your request.
<b>Wendy Doromal</b>	There is no purpose for a Calendar Committee if you are not going to follow the Contract.
<b>Jim Preusser</b>	If you had members and I guess I am confused and they come back to you and tell you.
<b>Wendy Doromal</b>	We were told pick two members, we picked two members. They came back and said they picked the calendar. We can't have committee members outside our county.
<b>Jim Preusser</b>	So you are saying there is a miscommunication of the members.
<b>Wendy Doromal</b>	No, they didn't. They came to the meeting.
<b>LeighAnn Blackmore</b>	The meeting was included in March 29, 2018 minutes.
<b>Wendy Doromal</b>	I don't care what we did or what it says. The CBLT will look at the calendar and decide the calendar.
<b>Jim Preusser</b>	Do you want me to send you the minutes Wendy?
<b>Wendy Doromal</b>	We already have minutes posted that are incorrect.



	I want to talk about an email that they were told at the principals meeting yesterday the District could ask for a quarter of lesson plans from each teacher. Would not be asking a whole school and further more if that happened.
<b>Jim Preusser</b>	Was it an email or were they actually at the meeting?
<b>Wendy Doromal</b>	Can you verify it was actually said?
<b>Jim Preusser</b>	That is why I asked.
<b>LeighAnn Blackmore</b>	Do you know what learning community?
<b>Wendy Doromal</b>	Southeast. Best and Brightest.
<b>Jim Preusser</b>	We created an MOU for Best and Brightest after our last discussion. So I will have my team from Compensation walk you through it. See Appendix D.
<b>Elizabeth Silva</b>	We came to an agreement verbally before, distributing evenly after recruitment and retention is paid out and recruitment is the hardest part after that. We have not got that amount.
<b>Wendy Doromal</b>	Do you not have the amount? We can sign after we know the amount.
<b>Jim Preusser</b>	The parameters you agree with?
<b>Wendy Doromal</b>	Yes.
<b>Elizabeth Silva</b>	You have to be active at time of payout and you only receive one category paid out.
<b>Wendy Doromal</b>	You won't get more if you take one versus the other?
<b>Maribel Rigsby</b>	Are teachers on leave considered active?
<b>Theresa Harter-Miles</b>	Yes.
<b>Megan Oates</b>	Is CTE eligible?
<b>Theresa Harter-Miles</b>	Yes.
<b>Wendy Doromal</b>	How much for effective?

<b>Theresa Harter-Miles</b>	I think \$1,000. We will double check.
<b>Megan Oates</b>	Different counties went with certification as a District.
<b>LeighAnn Blackmore</b>	They can't be because the definition.
<b>Jim Preusser</b>	I cannot speak for the Superintendent.
<b>Megan Oates</b>	If we tell Pre-K you are not getting it but the county is fighting for you.
<b>Elizabeth Silva</b>	\$2,500 Highly Effective; \$1,000 Effective.
<b>Jim Preusser</b>	Anything else regarding Best & Brightest. Give me 15 minutes to meet with Payroll.
CAUCUS	
<b>Jim Preusser</b>	Thanks for the caucus time. Introductions are appropriate. They will introduce themselves then you can introduce your team. We are here to talk about the psychologist's payroll piece.
<b>Lindsay Bowlin</b>	We met with Jim and Leigh Ann back in June. We worked on a calendar for a paytype with 228 days and now we have some additional changes that were not provided in June for 2020-21. We can't make changes on the fly. With the new tax year, we can consider for the 2021-22 year. So what are the concerns and the haves? So, for the 2020-21 FY, you would start on July 1 <sup>st</sup> and end on June 10 <sup>th</sup> .
<b>LeighAnn Blackmore</b>	Delay transition from this school year to next and would remain 12 months?
<b>Lindsay Bowlin</b>	This would allow a 12 month employee to use annual leave through the end of June if not it would be paid out.
<b>Mary Grace Surrena</b>	The purpose is to work through June not only this year but throughout.
<b>LeighAnn Blackmore</b>	We are not able to turn it around for the 2020-21 FY so it would be the calendar that was developed that we could make the change and offset the June of 2021-22 FY. There would be an opportunity for summer school.
<b>Lindsay Bowlin</b>	So if you had to work the next day outside your contract your school would enter positive time at the hourly rate of pay.
<b>LeighAnn Blackmore</b>	If you go on right on bottom you see June 10, 2021, last day of contract. Do not be concerned that number gets adjusted because of Fridays off, you are working 228 days. If you are asked to work any of those days you would be paid your daily rate of pay.
<b>Albert Davies</b>	That would be like being paid for summer school.

<b>Mary-Grace Surrena</b>	So we would work and then come back for 2 weeks and have 3 weeks off?
<b>LeighAnn Blackmore</b>	We are going to look into that.
<b>Lindsay Bowlin</b>	This is uncharted territory. We are going to start playing with this and try to come back sometime in March.
<b>Jim Preusser</b>	What is going to happen the rest of this year? The answer is you remain a 12 month employee.
<b>Lindsay Bowlin</b>	You also have time to use your annual leave.
<b>LeighAnn Blackmore</b>	We are looking into what you asked.
<b>Mary-Grace Surrena</b>	We just want to make sure you don't come back saying you will always be off in June.
<b>LeighAnn Blackmore</b>	The understanding is that your calendar is from July to June 10 <sup>th</sup> and we would work for the off time to switch to off in July instead of June.
<b>Lindsay Bowlin</b>	Once we have modeled this and bring this in March this is it and it doesn't change every year.
<b>Mary Bridges</b>	They only work until June 10 <sup>th</sup> then they have the rest off. Then, we would open up to who wants to work in the summer regarding the need.
<b>LeighAnn Blackmore</b>	Who we would want to work and if there is a need.
<b>Jim Preusser</b>	Let us take a stab at putting together an MOU, let us draft and we will send it to you. Is there any other question you wanted to ask?
<b>Wendy Doromal</b>	I think that's awesome.
<b>Jim Preusser</b>	We will put something together, not to have any confusion with the vote, we will not put anything out yet.
<b>Wendy Doromal</b>	I have to show you something.
<b>Jim Preusser</b>	Anything else for the group?

# Appendix A

CTA PROPOSAL  
2019

Supplement Handbook

Threat Assessment Team

Type	Supplement
Member of the Threat Assessment Team	1000
Allocation Per Meeting	50

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association 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.

# Appendix B

## ARTICLE VII

### TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall have freedom in the implementation of the adopted curriculum, including the right to select materials and engage in classroom discussions as they relate to the subject matter being taught and the level of the student. The administrator has the right and obligation to question, consult, and direct whenever necessary.

B. A teacher may express his/her own opinions in regard to political, social, and religious issues provided that the total presentation is essentially balanced and fair. S/he shall not use his/her professional contacts with students to impose upon them his/her personal convictions or those of any other individual or group.

C. Teachers shall be responsible for determining students' grades and promotions pursuant to district-wide policies. Any administrative change in a grade or promotion shall not be made without attempting prior consultation with the teacher. If such a change is necessary, the administrator shall initial the change on the student's permanent record and indicate if the change was made without the teacher's agreement.

D. Teachers shall assist in the selection of instructional materials both on a District-wide and school-wide basis. A teacher shall not be held responsible for the cost of any instructional material a student has lost, destroyed or damaged.

1. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. A teacher shall be provided with a copy of the textbook, teacher guide and activity manual and, to the extent feasible, any supplemental materials which are used in each of the courses s/he teaches.

2. A teacher may purchase materials and supplies with school-based funds for school use with the prior approval of the administrator.

E. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.

1. During preplanning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and current Student Referral form

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and any additional disciplinary plan and forms referenced in the plan which may have been developed for his/her school.

2. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher within five (5) duty days, and the status of the referral shall be provided upon request.

3. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.

4. In Accordance with F.S. 1003.32 (4) a teacher may suspend a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action. The teacher shall be notified of the disposition within five (5) duty days.

5. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (4), (5), (6). The Placement Review Committee shall include the following: Two teachers, one elected by the faculty and one appointed by the teacher referring the student to the Committee and one member from the school's staff who is selected by the principal. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.

6. Upon re-entry to school, an expelled student whose conflict was with a teacher shall not be returned to that teacher's class, except under unusual circumstances.

F. Teachers may not release students to non-school personnel including parents, without authorization from the administrator. If the teacher makes a reasonable effort to prevent an unauthorized removal of a student s/he shall not be subject to disciplinary action.

G. A teacher shall report to the administrator any student s/he believes has a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until

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they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.

H. After assigning a teacher to teach in a re-locatable classroom and prior to the first class session, the Board shall furnish that re-locatable classroom with standard features of a permanent classroom. Such features shall include chalkboards/dry erase boards, proper lighting, climate control, desk for both students and teacher, and other equipment that a teacher might reasonably expect in a permanent classroom to aid in the performance of his/her duties.

I. Both parties agree that interruptions of the instructional period are sometimes necessary, but the administrator will attempt to keep such interruptions to a minimum. However, no visitations to a teacher's class except by school system personnel shall be allowed until the teacher has been notified of the visit and purpose in advance. If the visitor(s) might be subjected to a safety hazard, access shall not be permitted without approval of the administrator and notification of the teacher in advance of the visit.

Parents/patron visitations shall be scheduled at mutually agreeable times between the parent/patron and teacher subject to prior approval of the principal.

J Any openings in the administrative pool shall be posted. Such postings shall include information describing the application process and be far enough in advance to allow for the completion of that process.

K. The Board may provide garments for special subject teachers such as shop and art. The Board shall provide without cost to the teacher such special clothing, equipment and devices as may be required by State Board of Education Rules and Florida Statutes.

L. Teachers shall be expected to dress in a manner which is professional and appropriate to their work assignments.

M. Teacher complaints of misconduct by administrators shall be investigated by Employee Relations. If the investigation exceeds thirty (30) calendar days from the date all material allegations are received, the Employee Relations office shall provide the Association with an update and every thirty (30) days thereafter until completed. Employee Relations will provide the Association with a report of the investigation within ten (10) duty days after the investigation has been completed.

N. Instructional personnel who receive communication after the contracted work day will have forty-eight (48) hours to respond beginning with the next contracted work day.

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O. A teacher may make arrangements with another teacher to cover his/her class in situations where the teacher will be out for less than two hours during the student day upon approval of the administrator.

**P. Attendance to events outside of the contractual time will be voluntary. Non-attendance at activities outside of contractual hours will not affect Domain 4 ratings.**

**Q. Instructional personnel teaching Mental Health Curriculum shall:**

- 1. Be able to decline teaching the course after a discussion with the administrator. Employees shall not be required to divulge the reasons for declining to teach the course.**
- 2. Be provided a mental health course supplement.**
- 3. Not be evaluated during Mental Health course instruction. The course will not be used for the calculation of the Student Learning Growth.**

# Appendix C



CTA PROPOSAL  
2019

Supplement Handbook

Type	Supplement
Graduation Duty	Hourly Rate
Mental Health Course	300

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# Appendix D

**MEMORANDUM OF UNDERSTANDING**  
**2019-20 Best and Brightest Scholarship Program**  
**Recognition**  
**December 4, 2019**

The Florida Legislature created the Best and Brightest Scholarship Program (§ 1012.731, Florida Statutes) to recruit, retain, and recognize teachers. This is a State funded program, with the District confirming qualified recipients based on requirements defined by the statute. The DOE provided the District a list of schools that qualify for the retention portion of the bonus. The DOE also provided information defining eligibility for the recruitment portion of the bonus. CTA and the District met to discuss the eligibility and allocation of the remaining dollars for the recognition portion of the bonus.

The parties agree to the following with respect to the recognition portion of the bonus.

- After all bonuses are awarded for the recruitment and retention portions of the bonus program, the remaining funds are eligible for those members of the bargaining unit who meet the following eligibility as defined by the statute.
  - The members of the bargaining unit must receive a final evaluation rating of “Highly Effective” or “Effective”
- Any funds remaining after the awarding of the recruitment and retention portions of the bonus will be equally divided between all members of the bargaining unit with a final evaluation rating of “Highly Effective” or “Effective”.
- To receive the recognition bonus, the bargaining unit member must be in an active employment status as of the date of the payout.
- Members of the bargaining unit may only receive one of the bonuses – recruitment, retention or recognition.

This agreement expires June 30, 2020.

For Orange County Public Schools:

For Orange County Classroom Teachers  
Association:

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James Preusser  
Senior Executive Director, Human  
Resources

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Wendy L. Doromal  
President