

MINUTES

CTA CBLT

CTA Office

January 30, 2020

In Attendance

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

Additional Attendees/Guests

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

Minutes

Jim Preusser	Good Morning, Good morning CTA, thank you for hosting, Wendy I will let you begin.
Wendy Doromal	Start with your response to our proposals, Teachers Rights and Responsibilities and for Graduation and Threat Assessment

Jim Preusser	<p>I can do that, I am going to hand you, I have one counter proposal for you. See Appendix A.</p> <p>Does everyone have a copy? Wendy turn to the very last page on the back, this is our counter proposal, we talked a little about you guys wanted to give teachers the opportunity to opt out, and we feel that it is case-by-case and not something we would want to commit to in writing, it is a situation or scenario that if a teacher has a concern they can certainly go to their administrator directly and talk to them about that. Certainly that discussion could be submitted here and put across the table, put it in writing a blanket opt out statement we have some concerns with that because we do believe that in some scenarios, in some cases, multiple teachers will say I want to opt out of this, so we believe that that discussion can be with their administrator; however, we do agree with the fact that mental health curriculum should not be evaluated during that portion and the 5 hour course will not be used for calculation of the student learning growth so we agree with that.</p>
Wendy Doromal	<p>So about opting out, what if 20 teachers in a school have a valid reason they don't want to teach this who decides if they get to opt out or not? How would that be made, should there be a process like a form?</p>
Jim Preusser	<p>The word opt out means "hey I'm not going to be involved with it at all", so you have to see it from our perspective that could mean that every single teacher, that language would be allowed in the agreement that means every single teacher could say "I'm not going to do it I'm going to opt out", then what are we supposed to do on our side of the house?</p>
Wendy Doromal	<p>Let's say this, Mr. McHale say I'm a teacher and I come to you and say I can't teach this, I had an incident in my life, where I could be triggered by this, I cannot teach this, what would you say to me?</p>
John McHale	<p>What would I say? It depends, I'm just going to give you the fact, I hate hypotheticals. I would certainly have a conversation and then we would talk it through depending on what you say I may ask for validation, maybe a doctor's note just like we ask for other things.</p>
Jim Preusser	<p>So let me just say it like this, if the union believes they can do something different with the language then we will certainly consider it, I'm just saying the way it is written today it is all encompassing and could put us in a bind in terms of how we deliver the curriculum to the schools. So that's my concerns.</p>
Wendy Doromal	<p>So you saying you want other language?</p>
Jim Preusser	<p>I'm not saying I want other language, I'm saying if you propose other language, I will consider it. I spoke directly to the Superintendent about it and she had some concerns with that word opting out. It would be a case-by-case scenario where we would consider it.</p>

Maribel Rigbsby	We are also concerned and I truly understand the reasoning behind it but at the same time how can we insure that when the conversation happens that the teacher is actually heard, because I know from our side the conversation that is going to happen is either I do not feel comfortable talking to my administrator, we can put language out there or I went, had the conversation and it is still to the decision of the administrator, what type of process would you be willing to have because again if we can put language out there but unless we know exactly what the other side is willing to do it is a little more complex and we are going to be going back and forth in the bargaining sessions and the first course is already coming. The amount of calls that we are getting about this because teachers are starting to stress. It is difficult to put language out there if we don't know where we are and the decisions are already coming and what exactly are we willing to do.
Jim Preusser	I look forward to getting a proposal from you, if there is something you want to submit the concern is coming from the union side there are teachers that have some concerns providing this curriculum. If that's the case, you provided us with a proposal that we can't agree to if there is something else that you want to present to us, I will consider it, but at this point in time we are far apart. We just can't let them opt out because that is going to lead us to a situation that every teacher can say, "you know what I've had issues, I'm going to opt out". I think the personal intimate discussion between the administrator and the teacher; putting that language in here could put us in a bind.
Kathleen Phillips	We started the discussion, we put the proposal on the table, you say it is one end of the spectrum and you just said no.
Jim Preusser	According to your proposal I did.
Kathleen Phillips	Exactly so that's not bargaining that just saying no. If you have some criteria and you want to put those out there that we should at least look at, that would be considered in these discussions that you're talking about, we would be happy to look at those types of criteria and perhaps come to an agreement right now. Wendy gave an example of "if I go to my administrator and say I'm going to be triggered by this experience by having to do this", what do we have to do? Isn't that sufficient?
Jim Preusser	So let me ask you if every teacher comes to an administrator and says "this is going to trigger me" or a large percentage of teachers come to an administrator and says "I am going to have a trigger based on this particular curriculum", what's the union's position? What exactly would the administrator do? You just asked Principal McHale, what he said was it depends, because it does depend we have to look at it on a case-by-case basis. You just can't put language in the agreement that puts us in a difficult position in terms of how we would deliver the curriculum. So I understand your getting some questions from so teachers, but you are asking me know to put a proposal together.
Kathleen Phillips	Yes, I'm asking for a counter proposal
Jim Preusser	I don't have to counter Kathleen if I tell you I'm not interested in a proposal, then you can give me another proposal that's what I'm saying, I do not have to give you a proposal. What I'm saying is the way it is written today is not something I can agree to.
Kathleen Phillips	Laughing

Wendy Doromal	So I just want to go back in history. In June, we asked to impact bargain, we should have been doing it from that point forward. Before the deadline, the District claims they had to put it in before December, so without our input a plan was put in, that's not bargaining, that's a violation.
Jim Preusser	We followed the law, but go ahead.
Wendy Doromal	You did not follow the law, the law says you bargain, that's bad faith bargaining. You didn't even make an attempt to meet with us, you claim you met with teachers, we asked for their names, when did you meet with them, who are they, and so we suggested you do what other districts do, take it out of the hands of the teachers, this is not what we are certified in, this is not for teachers to do, they don't want to do it. They have already put in so many hours, I guess we are going to have to submit them somehow to get them paid and then this program taking hours and hours. They have to review a video before they do it that takes time, review the lessons, it is over 10 hours taken from them without pay. It is so typical of OCPS, so typical put it in without consulting, wait for us to file an ULP or bad faith bargaining charge. This is what is happening all the time over and over. We put out those demand to bargain letters to give you a heads up so we could actually bargain, we didn't get a chance. We didn't get a chance, nothing was listened to, if you had a sub or outside people it doesn't say in the law teachers have to deliver these 5 hours you could of spared the teachers all this and all the principals because its coming. I would like to hear from people at this table what's happening at their schools in regard to this and how many hours they themselves have put in so far without pay. Without pay, typical OCPS.
Jim Preusser	I will respond to your comments, but I will let your group speak first, go ahead.
Wendy Doromal	Matt, what's happening at your school and how long does this take?
Matthew Hazel	At my school there is a lot of uproar, no one knows what's going on, no one feels comfortable to do this at all. The communication is nonexistent, guide from the District is nonexistent, frankly the curriculum is borderline nonexistent. Give 5 hours of instruction and 1 hour of that is have the kids color a poster if it is not done and this is not planned and I can't believe that the District even published this as good, frankly it is insulting. But, beyond that we have to review all materials, we have to prepare, we have to handout instructions, we have to archive these handouts and have to review every one of them nothing dangerous or threatening in them. All of that is time, I not only have to plan this and deliver this, I have to take more contract time to go back and review every single work sheet probably twice because God help me if I miss one thing that could later be construed as dangerous to that child, and then I am told I have to archive these papers for how long, who knows because there is no guidance on this whatsoever.
Wendy Doromal	It's a mess.
Matthew Hazel	This is not ready to go, it appears it is the District plan to keep stringing this union along with endless we will get back to you, until its done and its insulting.
Jim Preusser	At what point in time did somebody at this table say we'll get back with you.
Wendy Doromal	Are you kidding

Matthew Hazel	5 minutes ago.
Jim Preusser	5 minutes ago I said that? I don't remember saying that.
Matthew Hazel	It's been said repeatedly, we'll get back to you with those questions, and we'll get back to you with those answers. We've been talking about this for months, we never planned any of this, oops the deadlines here.
Jim Preusser	That is not accurate.
Daphne Lewis	Some of the feedback that I've been getting, teachers not feeling comfortable with the seriousness of the topic. Main one the suicide topic, there are so many mental health professionals and counselors that are put into place, trained to deal with that and there is a piece on suicide that is very touchy for teachers to go through that with the students and feeling like not so much a training, the 5 hour course is not a training but walking through whatever the piece is more like a curriculum, showing the curriculum with no training.
Albert Davies	We were told we were going to get trained on this, we got a 24 hour video on how to present the material nothing to prepare us on the sensitivity of the issues, what do we do if we have students that have issues, what do we do when presenting the curriculum when we already have students in our classroom who have already talked about things like hurting themselves or suicide and now we are going to stick them in a classroom and show them a video that maybe is going to tell them maybe today's the day you should commit suicide.
Kenneth Simmons	Excuse me, I have a couple of instances that happened at my school, after we watched the video and we work in the media center other teachers were talking about the suicide rate and things like that, we had another teacher that overheard it and just broke down and started crying. I didn't get into why, but it affected her that much that she had to get up and walk out and we were told to stop talking about it. Another thing, I have a student this year in my class that has an issue, fortunately she is not in my fifth period class, I would feel very uncomfortable talking about this with her in there not knowing if I am going to say something that is going to trigger her, so these are just some of the issues that we are having.
Jim Preusser	So is it...
Wendy Doromal	Farrah has something.
Farrah Hawkins	I just have one thing. I'm elementary but a lot of teachers from my school have been talking about it from a parent perspective they do not feel comfortable that their child to hear something like this from high school, what can they do to get their child opt out, what is their child going to be listening to or what curriculum. We had some questions that wasn't answered, how would parents be notified. That is some concerns going in elementary world.
Jim Preusser	Ok.

Daphne Lewis	I have another comment, 2 different documents from 2 different high schools sent out to staff regarding mental health training. My concern, the message is not the same that is going out to teachers and now I have proof. The principal sent out a Q & A to help answer questions, I do understand that procedural efforts are important for school but when we are talking about the basis of the curriculum, can we opt out if the message is different?
Jim Preusser	Can I have a copy?
Daphne Lewis	Yes.
Megan Oates	I teach CTE. To Mr. McHale how you responded. Meghan talking brother and sister I wouldn't have a doctor's note to provide you to tell you, I am just saying.
John McHale	I gave a hypothetical answer, your story might be enough I don't know until we have the conversation.
Megan Oates	That's our concern every single school is going to treat every single individual differently when we sat here and Mrs. Shuler was here and we were talking about the fact that there are individuals, I would be able to deliver the curriculum, that's not the concern, but what I am talking about the thing about it is, that you have school personnel that are equipped to be able to deliver the curriculum, there are school personnel that told me my sister was dead would have been one of these teachers that is told this is now a state requirement you have to do it because there is not a certification component, we have been saying this, that mental health professionals should be the ones to deliver this curriculum and there are teachers that may not have a medical reason to not do it, but they know they do not have the personality, compassion or desire to engage in this conversation. We are presenting mental health curriculum to help students do better with mental health and in actuality the way that it is being done, that teacher input is not there and do it regardless, most likely you are going to end up harming students mental health. Teachers are not prepared or ready to deliver this curriculum, we did not take mental health in our college course preparation, one hour how to deliver it does not have you prepared to help with mental health concerns.
Kenneth Simmons	Can I add one other thing?
Jim Preusser	Sure.
Kenneth Simmons	You are going to get in a situation where lack of personnel to teach it if the principal lets the teacher opt out so therefore he has to find someone else teach and if you have several I think that is going to influence his or her decision on whether to let a teacher opt out or not. I don't have the personnel, I don't have the staff and so opting out becomes...
Jim Preusser	This is all good points, thank you for the commentary, so let me ask you this Wendy, is it the Union's total position that, who should be giving the instruction?
Wendy Doromal	Mental health professionals, probably at an assembly, with other mental health professionals there for the kids.

Jim Preusser	So, now I understand your position, I would like the examples sent in the form of an email so I can take it back to leadership. Wendy we are not going to get into a back and forth about what was submitted back in June and how I responded to that and conversations we had in bargaining. Not going to get into that; the union has not presented anything in months and that's ok and that's your position, we have a difference of opinion on that and certainly the bargaining records will show you never brought anything up about it.
Wendy Doromal	And I have all the emails and the notes from our meetings
Jim Preusser	You can have emails but you never brought any proposals forward. By the way, at the table there would be a bifurcation between main table discussion and effects bargaining. This is clearly effects bargaining and that was your proposal not mine.
Wendy Doromal	We don't have enough bargaining meetings and they don't last long enough. We are having a very difficult time because our teachers are being pulled out of class because you do not want to have them after school. Let's discuss that at the end of the meeting.
Jim Preusser	Sure if you want to firm up a schedule on a specific day of the week, twice a month.
Wendy Doromal	I think we should go to collective bargaining and do the right thing. I mean this is crazy.
Jim Preusser	If you want to have a separate schedule for effects bargaining on a regular basis, we can do that, I gave you 5 dates you came back with only a couple, so if it is based on...
Wendy Doromal	Yup we're booked, and you give us half days.
Jim Preusser	I gave you 5 days of availability in 4 hour blocks, you came back with one day.
Wendy Doromal	We gave you 2.
Jim Preusser	Ok, well the 12 th you said was tentative you did not say it was firm.
Wendy Doromal	It depends on when our attorneys can come.
Jim Preusser	Ok, so I am giving you multiple days of availability and you can't agree to them that's ok.
Wendy Doromal	I am not going to argue with you here, I said at the end of the meeting we could discuss bargaining dates.
Jim Preusser	All I said was if you want to have a regular schedule I am open to that.

Kathleen Phillips	Just to circle back on this issue, you know we understand there is a mandate out there, but the mandate it should not be lip service to our students, it is supposed to be a real attempt to convey information and to the real issue is to be able to spot kids that who might be at risk, and that is where you need the mental health professionals at those meetings and conducting those meetings, it's not the giving out of the information, it is the receiving back from the students what is going on and being able to identify the students at risk, that's why you need to have mental health professionals, don't give lip service to the statute by just saying, handing these teachers who have enough on their plate, slapping them with some documents, some videos and tell them hey, play this stuff, that's not enough, that's not what this is about. The idea is to convey information, to be able to identify where there is a need and that why the position is you need to have mental health you need to have a trained mental health professionals at these meetings, so that's number one. I just want to make sure that what you understand is when we put on the table when you just say no to something without even giving us a hint of what may be of interest to you in negotiating that's not bargaining. How do we know what criteria you're going to be interested in for allowing teachers to opt out assuming we are back at having teachers doing that? You know one reasonable principal might be fine but not every principal is going look at it the same way, so it is not appropriate for you to say no and then ask us to guess what is it that you would be interested in, that's just not the way bargaining goes.
Jim Preusser	That's not what I said.
Kathleen Phillips	Well you said...
Jim Preusser	So you are putting words in my mouth?
Kathleen Phillips	You said the answer's no, come back with another proposal, maybe we will consider that maybe we won't, but that's not the way we are supposed to do it, we can't read your mind.
Jim Preusser	This is exactly, I can't read your minds either so that why I just asked you...
Kathleen Phillips	You didn't, you said put it in writing.
Jim Preusser	That's why I just asked you what your position was. So know that I know what your position is, Kathleen, I can take that back and then potentially formulate a counter or maybe not, I don't know. But at this point in time I had to ask questions, your people wanted to provide some commentary and we listened to your commentary, we captured the commentary and we will take it back, but just because you offered a proposal and you know this, this doesn't mean we have to offer a counter proposal. I do not have to give you a counter proposal.
Kathleen Phillips	You do not have to do anything, why not problem solve?
Jim Preusser	Thank you for confirming that, thank you. I can consider it.
Kathleen Phillips	Why not problem solve?

Jim Preusser	Yes, and that is why I am asking questions, Kathleen. I got the answer back from Wendy and now I captured that information and we will take it back to leadership, ok it is that simple, that fundamental.
Wendy Doromal	Well what happen to what we gave back in December was the same thing we offered, we suggested in having an assembly with the mental health practitioners as leading them. Did that go to leadership?
Jim Preusser	It did, and they are not going to do an assembly. They do not want to do an assembly.
Wendy Doromal	They don't want to?
Jim Preusser	So this is where we are at.
Wendy Doromal	I think...
Jim Preusser	We're asking a question I'm taking the information back, I will take it back to them.
Wendy Doromal	What input did they get from parents on this, on the decision not to do an assembly?
Jim Preusser	What input from parents>
Wendy Doromal	Did they ask teachers?
Jim Preusser	Why would we go to teachers, that's direct dealing we are not going to do that.
Wendy Doromal	Ok, I am going to go to parents directly.
Jim Preusser	Ok that's your choice, your prerogative. We are not going to go to teachers directly, that's direct dealing when we try to go to teachers directly before and you have told us no do not go to teachers directly, it is a form of direct dealing and we are not going to do that.
Wendy Doromal	Teachers meaning bargaining team. What did they do this leadership, they talk to you?
Jim Preusser	What do you mean, they talked to me?
Wendy Doromal	Who did leadership talk to that they came to this conclusion, not to do assemblies?
Jim Preusser	We are not doing assemblies that is the information that I got back from leadership. That is where we are at currently and we have your position. I will take it back and see if we can formulate something different. I don't know at this point, that's why we are having the discussion. Now to that end, we have some answers to the questions that you provided to us last time. They were sent to you this morning, I'm going to give them to you in a hard copy as well. See Appendix B.
Wendy Doromal	To our 18 questions?
Jim Preusser	Yes, 21 actually, so you didn't let me get it out but we do have answers to your questions.
Wendy Doromal	Can we have a copy?

Jim Preusser	We will hand them out right now. There are quite a few questions on there, so if you want to review it and then maybe you want to come back with me with additional questions or caucus then you can come back for clarifying questions or how do you want to address it?
Wendy Doromal	I want a copy of the letter and the Connect Orange that was sent to parents.
Jim Preusser	Anything else, of course if you have additional information.
Kathleen Phillips	Do you happen to have it available right now so we can view during caucus? For every form that was referenced in this document can you forward that to us and we will take a caucus and go through it. #5 #6 # has a form is there a form related to #6 , an opt out form?
Jim Preusser	I will have to check, I have not seen the form myself, and we will look into that.
Kathleen Phillips	And #7
Jim Preusser	7? There is no form for #7.
Wendy Doromal	Can I ask a question? Is it the District's position that they don't care that teachers will spend all the extra hours doing this and not be paid for it?
Jim Preusser	Is it our position that we don't care?
Wendy Doromal	You took on, you removed the... to be provided a supplement, so where does this come from, they're just expected "I love teaching mental health class so I am going to do it for free"?
Jim Preusser	Wendy, we are going through the proposals, so if you just let me get through the proposals I will provide you with the answer.
Wendy Doromal	Ok.
Jim Preusser	There are several other proposals you submitted around supplements we haven't gotten to those answers yet.
Wendy Doromal	So, we have any notes around that?
Jim Preusser	This is why...
Wendy Doromal	So, can we have that proposal please, that asks for a supplement and your response?
Jim Preusser	In a second, in a second. After looking at the questions you submitted and the answers to be provided, I am assuming is there anything else you want us to look into as you are looking at it now or if you want to caucus we can certainly follow up on later?
Matthew Hazel	I do have a question. A lot of these questions 2, 8, 11 and 12 is just as far as I got the answer is make up sessions will also be at the discretion of school administration? Am I to understand that there is no guidance whatever from the District to the principals on how this should not be done and its solely without any guidance from OCPs at the discretion of the administrators?
Jim Preusser	Why would there be no guidance, nobody is saying there is no guidance.

Wendy Doromal	Where is the guidance?
Jim Preusser	The guidance is coming from the central office, I am not sure what you are asking.
Matthew Hazel	We asked these questions and it says it is up to the school administrator but if there is guidance that has been given.
Jim Preusser	But of course they would be connecting with the central office, is there a specific question you want to ask me? I can certainly take it back, I do not know the direct guidance as it relates to the makeup session but this is the information that we have right now. There aren't any make up sessions right now. I am not sure what you are asking.
Wendy Doromal	Who are these teachers and who selected them and when did they meet with them, what dates?
Jim Preusser	I can get you the dates, I already gave you that information but I will forward it to you again.
Wendy Doromal	Who they are and how they were selected?
Jim Preusser	We did, I sent you a letter some time ago.
Wendy Doromal	Send it again anyway.
Kenneth Simmons	I have a question regarding #6 – Will parents be given a consent form it says that the school can provide a consent form but will the parents know they can opt out or not
Wendy Doromal	We should tell them that.
Jim Preusser	We will look into that, we will send it to you, you already asked for that information, we will send it to you. I personally have not seen the Connect Orange document but I will send it to you. Good question. Ok, with that being said let's get into the mental health proposals that you had. First proposal on the mental health course, the \$300.00 supplement we cannot agree, we believe instruction occurs during normal duty day. That's ...
Wendy Doromal	What about the planning time for it, you are not paying for it. With no extra planning time.
Jim Preusser	What about it?
Wendy Doromal	What about it, you're not paying for it? It just is there I will write it up it will be added to the other 100 things with no extra planning time.
Jim Preusser	I'm not going to get into the planning time, what portion of the day is it adding to the teacher. What is your position on that
Wendy Doromal	It exceeds the work day it, exceed the 7.5 hours, time needed to do planning for it.
Jim Preusser	I guess I would need more information to understand that.

Albert Davies	You added 5 sessions that I have to plan for, it is looking at about 2 hours of planning for each session. Part of the instruction that you gave us is that we have to review, present, activities and only assuming we use videos we don't have to review. Determine if students need that, is another 10 hours extra that you added to us, we don't have 10 hours now when you just gave us 10 hours more.
Matthew Hazel	Really what it is, is 10 hours of loss that 10 hours I don't have for my own curriculum to plan lessons, to grade assignments, to contact parents, to work with students on the actual stuff I am evaluated on as a teacher. For the actual curriculum I am supposed to be delivering. So when do I make those 10 hours up. There is only one answer and it is outside the contract hour.
Jim Preusser	Let me ask a question, is the union open to something different than \$300.00?
Wendy Doromal	\$500.00, I didn't realize how much time it takes when I said \$300.00 in there so I would say more.
Albert Davies	10 hours at the current rate of pay.
Wendy Doromal	This also violates our Contract, this whole program you implemented it says middle and senior high school teachers should not be required to teach more than 2 subject areas, this is a new subject this violates our Contract.
Jim Preusser	I will ask the question again, is there something different the union would consider other than the 300.00?
Wendy Doromal	What about \$500.00?
Jim Preusser	Ok, so I will take that as a no.
Wendy Doromal	No, I said \$500.00.
Jim Preusser	Wendy you're not going to give me a higher number. You already gave me your proposal, are going up in your number? That makes no sense. That is bad faith bargaining.
Wendy Doromal	Yes, because we didn't realize at the time of the proposal how many hours it takes.
Jim Preusser	That makes absolutely no sense. So if I told you I had no interest in the \$300.00 and would you consider something different and you come back with \$500.00. That is bad faith bargaining.
Kathleen Phillips	Do you have a counter to the \$300.00?
Jim Preusser	I'm asking you if you have something else.
Kathleen Phillips	We don't bid against ourselves Jim.
Jim Preusser	We don't bid against ourselves either.
Kathleen Phillips	If you have authority for some supplemental pay why don't you put it on the table?

Jim Preusser	Let's move on to the next one, I asked, you answered. I asked the question, you answered, you came back with \$500.00. We have that captured.
Kathleen Phillips	Obviously you have zero.
Jim Preusser	So the point is, if I come back with anything, you just came back with \$500.00, so it doesn't matter if I come back with something less, your still not going to agree with it. So Kathleen, why would I come back with a counter if you just told me \$500.00?
Kathleen Phillips	Why aren't you coming back with anything?
Wendy Doromal	The proposal was no supplement, am I correct?
Kathleen Phillips	Yes.
Jim Preusser	Why would I counter, its effects bargaining, you give me the proposals.
Kathleen Phillips	Effects bargaining doesn't mean that proposals only come from one side.
Jim Preusser	If your telling me working conditions and wages it starts with you, it doesn't start with me.
Kathleen Phillips	We started it, you...
Jim Preusser	And I just asked you a question.
Kathleen Phillips	We started it.
Jim Preusser	You know what, we are going to caucus because you guys aren't serious.
Kathleen Phillips	We get to talk about things.
Jim Preusser	We are going to caucus.
CAUCUS (From 9:38 AM to 11:20 AM)	
Jim Preusser	<p>I know you are handing something out, I put 3 documents on your table.</p> <p>Threat assessment – you guys had some questions and Leigh Ann emailed them as well. See Appendix C.</p> <p>FortifyFL See Appendix D.</p> <p>Cleanup language -- clean up language identified 196 so we changed it to 197. See Appendix E.</p> <p>I wanted to get that out of the way, so you had that information. So I understand you have a proposal?</p>
Wendy Doromal	Mary Grace will speak to this, she will be here in a second.
Maribel Rigsby	Again this is to address some concerns from teachers and request to have those certified in this to teach the curriculum. We believe it is in the best interest of the children, teachers are certified to teach, but not on these topics. Definitely not certified or qualified to talk about this topic.

Jim Preusser	Thank you, you made a change to #3 you crossed out 5 hour?
Maribel Rigsby	Yes.
Jim Preusser	Will take it under consideration and will have to talk to my committee about it.
Kathleen Phillips	When Mary Grace comes back we can discuss further the logistics of this and why we think it is a reasonable response and why we think it will work and be better for the students.
Jim Preusser	That's fine, if we have to go over 12 that's okay we can go past that time, we would like to hear what you have to say about it. Wendy there is a couple of other things I want to answer for you as well, about your proposals and things.
Wendy Doromal	Calendar Committee and the name of the District Chair.
Jim Preusser	Chair will be me and committee will be my committee (11) plus Lindsay Bowlin, Lisa Downey, Tim Smith, Doug Patterson, Maxwell Barrington for a total of 16.
Wendy Doromal	Can we have it in writing? Who is Maxwell?
Jim Preusser	Testing office.
Wendy Doromal	Ok, awesome.
Jim Preusser	Sometimes my members may not be there, but if I have less than you I am ok with that.
Wendy Doromal	Ours may not be able to come, too.
Jim Preusser	Do you want to talk dates? The Contract date says March 1 st .
Wendy Doromal	I believe Megan will be the Chair and we were thinking of February the 5 th after school?
Jim Preusser	What time?
Megan Oates	4:45.
Jim Preusser	Any other dates besides that?
Kathleen Phillips	This is only for Calendar Committee?
Jim Preusser	That's correct, it's a separate committee discussion.
Megan Oates	I do not think we can go back too far with dates, because of the urgency of March 1 st .
Jim Preusser	That's what I am saying so if you have any other dates besides. What about any other dates that first week of February? I am looking at my calendar but I would have to reach out to my team.
Wendy Doromal	How about Friday the 7 th ?
Jim Preusser	What about the 4 th ?

Wendy Doromal	No.
Jim Preusser	7 th , can we do it earlier than 4:45, is that the earliest you can do?
Megan Oates	That is when the teachers will be able to be out of school.
LeighAnn Blackmore	It will vary.
Jim Preusser	I will see what I can do, you sent me your list I have your list.
Wendy Doromal	7 th is the best.
Jim Preusser	Will send it out, let's try to meet sooner. Wendy we did give you the calendar?
Wendy Doromal	And we have a proposal to give back.
Megan Oates	Will like to meet here at the CTA office.
Jim Preusser	You are always very accommodating, we do not have a problem meeting here.
Megan Oates	Our proposal keeps the beginning of pre-planning as August 3-10 th , first day of school would be Tuesday, August 11 th , last day would be Wednesday, May 26 th and post planning being May 27 th and 28 th . See Appendix F.
Jim Preusser	Those are the 4 changes?
Megan Oates	Yes.
Jim Preusser	Will have to take it back and have additional discussion on this. Since I have identified my committee, I will have the opportunity to speak to them about this. Regarding duty day?
Megan Oates	We did have a request and are still waiting for. What is the state requirement for the hourly breakdown of instructional minutes?
Jim Preusser	I didn't hear the question.
Megan Oates	We had requested at the last meeting, to be prepared for the Calendar Committee. What is the state requirement for the hourly breakdown of instructional minutes?
LeighAnn Blackmore	You had to have...
Megan Oates	Have before, would be beneficial to be prepared for the meeting.
Albert Davies	Our concern on the hourly breakdown is when we looked at hurricane days, middle was so much short so we were not able to waive the second hurricane day, will we end up in a similar situation?
Jim Preusser	We understand, so I am clear you handed us a total of 4 documents?
Wendy Doromal	We also had other things we wanted on the agenda.

Maribel Rigsby	The duty days goes with the calendar so the first day will not be a Friday, there are other ways of scheduling so the first day would not be a Friday.
Jim Preusser	So you are saying it aligns with the calendar proposal that you gave us?
Maribel Rigsby	It's just a proposal to insure that the first day of pre-planning doesn't start on a Friday, that's why we passed it together.
Jim Preusser	It doesn't reflect in the dates, is that what you are saying? We understand your proposal, not going to comment but understand your proposal. Will that work Wendy?
Wendy Doromal	So we were told at the bargaining meeting on January 9 th someone from Skyward would be addressing us, is someone here?
Jim Preusser	No, but I have the answers for your questions, we just got them today.
Wendy Doromal	That's not what we were told. We were told that we would get to meet with someone.
Jim Preusser	I will give you the answers to your questions. John Davis is the person, or someone from his team would be the person, for additional clarification but we will send you the answers to the questions today and I will make sure that John or someone from his team is present at the next meeting. These other 2 documents that you gave us?
Maribel Rigsby	Those are from other counties to show you how they are doing the calendar. That the first day of preplanning does not start on a Friday.
Jim Preusser	We understand your proposal. So I am not going to comment on it today, because I have to meet with my committee, but I understand your proposal and we will have time for further discussion.
Wendy Doromal	I wanted the District Calendar Committee to have the holy days because it was brought up at School Board and we think it is important not to have testing on those days, so we gave you the dates for them, there might be more.
Jim Preusser	I understand.
Rob Bixler	You know Pinellas County, their calendar committee decided the holidays.
Wendy Doromal	That's their attachment.
Rob Bixler	Right, so their calendar committee decided which holidays?
Wendy Doromal	Those are the holidays. Skyward, should we go over the answers?
Jim Preusser	I just got them today from the team, I am going to email them to you.
Kathleen Phillips	I thought you wanted to discuss them as well.
Jim Preusser	No, I am going to email them to you and let you review them in case you have further questions. I can email them to you now, but that doesn't seem fair. I literally just got them.
Wendy Doromal	From who?

Jim Preusser	John Davis and his team, they just came today. So a couple other things you wanted to bring up?
Wendy Doromal	Yes, Mary Grace wanted to talk about Mental Health Program.
Kathleen Phillips	We handed out the revised counter proposal and wanted her to be able to discuss with you viability of doing it.
Mary-Grace Surrena	As we caucused and on these assigned days, there will be several mental health on campus on these days, if we had a chance to problem solve we could have had them teach in small groups because they are going to be on campus anyway. This is an idea to take the teacher away from instruction as they would have been on campus anyway. Perhaps they could have been used for instruction and not just triage. This is just something we thought of today. We didn't have a chance to be at the table at the beginning of this, so it is late in the game.
Jim Preusser	We have been talking about this for a while, we have been talking about it since December.
Wendy Doromal	We did suggest that we said we would like to have professionals deliver this, not teachers, that is in our minutes.
Jim Preusser	I think any of my principals want to talk about the difficulty of assembly.
Mary-Grace Surrena	I'm not talking about the whole school, if you had 10 mental health on campus you could divide it by periods, by grade level, by subject area you could have 2 or 3 classrooms with one person delivering the curriculum.
Jim Preusser	I know you talked about assembly.
Wendy Doromal	You could get small groups that they could deliver it to, not the teacher, not individual teachers in individual classrooms.
Jim Preusser	Ok, any one on my team have questions? I will have to take it back to Dr. Shuler and talk to her about that, that is her area of expertise.
Wendy Doromal	As far as the meetings with teachers, how are the teachers selected. Who selected them based on what criteria?
LeighAnn Blackmore	The principals as I understand.
Jim Preusser	Identified by the principal.
Jim Preusser	Remember I sent this to you in an email and you indicated to me that you wanted to select the teachers to give input so at that point and time when you communicated that back to me we backed off of that conversation with the teachers because you did not want that conversation happening with a group of teachers if you were not present and I believe you indicated to me you felt like there was hurt feelings.
Wendy Doromal	Actually I didn't say that, I said that the teachers are at the bargaining table.

Jim Preusser	That would also lead to potentially direct dealing or could be construed that way, so we backed off of that, you can shake your head no, I am just telling you the facts. So, you asked me the question and I am just answering.
Wendy Doromal	Yeah, ok. So the next thing we have is...
Jim Preusser	So are you saying I didn't send you the letter?
Wendy Doromal	I have all your letters and I have all my notes from every meeting we have had Jim. The next thing we are doing is threat assessment teams. We asked for the name of the team members because some schools still say they do not know who is on the threat assessment team. We asked for that I think a couple of meetings ago. Then we have another proposal for Assignment and Transfer. See Appendix G.
Maribel Rigsby	Assignment, sometimes due to the meeting assigned location for a short period amount of time to return to previous assignment, hardship transfer sometimes things happen and sometimes there is a need to move location and that is the reasoning behind it.
Jim Preusser	Is there a grievance out regarding this? Is it going to be codified? Is it going to be a proposal? Is this going to be the same? I am trying to understand, this is the first time I am hearing about this. Is there a change that we made or something that we did to bring you guys to this proposal?
Maribel Rigsby	There are some teachers working at ELC or Ft. Gatlin that because there are a shortage in certain schools they are being moved temporarily, that is a temporary assignment or transfer in this case because they are transferring locations as supposed to leave them there at a specific amount of time.
Jim Preusser	So this is not effects bargaining topic. It is a new topic you want to bring up. So I am trying to identify a change that the District gave to the union which, it is a brand new proposal so in effects bargaining?
Kathleen Phillips	Just clarifying, there is one grievance regarding the temporary assignment. Trying to head off the global issue at the table so we don't have grievances.
Jim Preusser	So on the grievance you said you are in the process of trying to solve with Leigh Ann.
Wendy Doromal	This comes up every year. That's why we want it, it's a problem every single year that's why we do not have enough teachers in the classroom.
Jim Preusser	I understand, next proposal.

Mary-Grace Surrena	<p>Leave of Absence, last meeting I brought up the fact as school psychologists moving from 12 month to 11 month contract there was a change that was made that was not part of the package we had talked about in terms of school psychologist are being told they have to use sick leave as noted in the Contract. They have never had to have that stipulation prior to changing to an 11 month contract. There was no language for the school psychologists to be able to continue using their leave in 1 hour increments so that was the purpose of writing the language, was requested at the table last time. The rationale for being able to continue using our sick leave in this manner, we have been consistently doing this for the time of employment with Orange County schools, to our knowledge we have been told that it causes any problems using our sick leave an hour at a time. Although we are 11 month working 228 days and other 11 month working 216 days we are still getting the same 11 sick days a year. We have a longer work day, 8 hours opposed to 7.5, and we do not require substitutes for half day or full day use. Forcing our hand to use 4 hours takes away from our students. When we have very strict deadlines we have to meet, sometimes we are only in schools 1 or 2 days a week and we have an appointment that would only take an hour or two and can't be scheduled beyond our work day, again forcing our hand to use 4 hours of our time takes away from the students. That is the rationale behind the proposal and I hope that you will consider it. See Appendix H.</p>
Jim Preusser	<p>So, I guess I just have one question. Wendy, when we did the bargaining last time I believe that leave of absence this didn't come up.</p>
Wendy Doromal	<p>We will bargain last time when, date?</p>
Jim Preusser	<p>Main table bargaining agreement November the 8th.</p>
Mary-Grace Surrena	<p>That's a really good point because it didn't come up, we were blindsided.</p>
Jim Preusser	<p>Will you let me finish my sentence, which was the provision is already in the agreement which covers all bargaining unit members regardless of what was agreed to for the psychologists, if this is something you had interest in at the time.</p>
Wendy Doromal	<p>We didn't know it was something that was going to be reneged on at that time, it was a practice and we didn't know it was going to be reversed. That is why it wasn't put in there. Is that the correct answer?</p>
Jim Preusser	<p>So you are saying it was a practice, so it was a practice for every school psychologist that they would be able to use leave in 1 hour increments?</p>
Mary-Grace Surrena	<p>Forever.</p>
Wendy Doromal	<p>Yes.</p>
Jim Preusser	<p>What's forever?</p>
Mary-Grace Surrena	<p>As long as there are school psychologist in Orange County schools.</p>

Jim Preusser	Ok just wanted to ask.
Wendy Doromal	So, it didn't occur to us that it would be changed.
Jim Preusser	But you acknowledge or recognize that even if there was a past practice in place or a misapplication of language in the agreement that the language in the agreement would supersede that past practice?
Wendy Doromal	Kind of like Calendar Committee.
Jim Preusser	I am meeting with you about Calendar Committee.
Wendy Doromal	I mean, but past practice you said, all those things you say.
Jim Preusser	I am meeting with you about Calendar Committee
Wendy Doromal	Never before.
Jim Preusser	That point is irrelevant, I am just asking a question.
Kathleen Phillips	But my understanding is that there suddenly was an implementation of this change with respect to psychologists that have not been applied in the past, I think that is why we are addressing this, because there was that change.
LeighAnn Blackmore	To comply with the Contract language.
Kathleen Phillips	I don't know, I don't know why they did it because I do not know how long this language was around.
Jim Preusser	Forever.
Kathleen Phillips	Ok, and they have never applied it to psychologists, that's the point.
Jim Preusser	I understand.
Kathleen Phillips	So, now there was this sudden decision to apply it to psychologists isn't that why we are here to correct that issue.
Jim Preusser	That leads me to what I said earlier Which was if there is a misapplication of the language, the past practice does not supersede the language set in the agreement. We have already had rulings on that in many cases, so I will take it under consideration.

Mary-Grace Surrena	When we first joined the union there was an ad-hoc school psychologist subcommittee that was came together members from both sides and we did go page through page of the entire Contract talking about what applies to psychologists, we tweaked some language, added some language and we neglected to address this in writing and I don't feel like there is an error on that part, at that point in time immediately the application was put in place there was an error on both sides in terms of we didn't catch it and now we are catching it as opposed to being an imposed change, would like to go ahead in good faith, and add this language because it's never been a problem, I can't imagine what the rationale of the District is not allowing us to continue doing what we have been doing, it doesn't cause any hardship, it benefits the District because it keep us on your campuses longer.
Jim Preusser	Ok, I understand.
Maribel Rigsby	On the end of the Article there is an Article on Bereavement Leave.
Jim Preusser	I am just perplexed, you are giving me a bereavement leave proposal that really should be held for main table discussion, not sure why I am getting that today.
Wendy Doromal	Ok, we will save that part for main table, no problem.
Jim Preusser	Ok, anything else for you, Wendy?
Wendy Doromal	Yes.
Megan Oates	Orange and CTE is facing some upcoming changes about the instructional workforce and how we will be impacted. With changing of programs, moving us to different campuses. If instructional positions have to be cut, how would that be determined? Right now, there are multiple programs on multiple campuses teaching and instruction. With this revamp coming up, it is going to be consolidating programs to one campus. The expectation is that we are most likely going to lose student enrollment which would mean it is going to be difficult to keep instructional personnel and so being proactive about this situation just trying to figure out, would this be considered a reduction in force and what would be the possibilities there. Just using culinary as an example, we have culinary programs on three different campuses currently and they are all going to move to one campus. So, there is no strong numbers anywhere, we do not have students who are zoned for your schools, these are adult students or students in dual enrollment that choose to go to the programs, but the understanding is that the reason that the enrollment is higher in the programs is because they are available in multiple areas of the county and now when you are moving them to one location that students from the west side may not go to the south of the county to take this program and may go find a different program, but we still have teachers that have been hired and are doing these programs. Teachers have left the industries to come teach these programs and now if they are cut it's not so easy to return to the industry, and they are not going to be easily placed. So there is large concerns on how this is going to be addressed.
Jim Preusser	Is the reduction in force, has somebody communicated that to you, or is that just a feeling you have?

Megan Oates	No we have been told we do not anticipate instructional cuts, but in reality academic classes, CTE, ESOL and ABE and GED classes are available on every single campus right now. They are closing those campuses and moving them, I would love to think all of my coworkers that there are going to be jobs to retain them but the reality is that there is probably going to be cuts in positions and people are saying our intention is not to cut, but what happens when enrollment goes down.
Jim Preusser	I have not had a chance to talk to Armbruster directly about this, I know LeighAnn has touched base, but what I would like to do is maybe have him come and speak to the group or we can have a private meeting about it if you'd like, I am not aware of any changes that might be put in place around that or any details.
Albert Davies	My wife is a Guidance Counselor at Winter Park, you have students coming to the school and have a hard enough time getting to the schools close to them. Now you are going to move that program 35 miles away and will not be able to come to that program. Once centralized will not be able to go to that program.
Jim Preusser	So again, I can't really comment, I understand your concerns, I know they are going to be doing some construction but not aware of that. Potentially we can have him come to a meeting. If you'd like, I can bring him or would you rather meet separately. We will schedule that.
LeighAnn Blackmore	Can you give us a number so we can have adequate room?
Jim Preusser	Fringe who will replace Tom?
Wendy Doromal	Megan will replace.
LeighAnn Blackmore	You continue with Phyllis and MaryGrace?
Jim Preusser	Bargaining meeting.
Matthew Hazel	Discussed the possibility to bargain in the evening. To today I have taken 19.5 days for the sake of my students and VAM score we would like to move these to a later time.
Jim Preusser	I understand.
Wendy Doromal	We will not be able to keep taking them out.
Jim Preusser	Dates, calendar 7 th , 5 th is out, are you confirming the 12 th ?
Wendy Doromal	Like to meet in the evening.
Jim Preusser	I can't, but the 18 th or 19 th ?
Wendy Doromal	In the evening, 18 th in the evening?
Jim Preusser	That can work for us what time, my team may not be available. Would like to bring more SME's...

Wendy Doromal	I do not do acronyms.
Jim Preusser	...if we establish the agenda in advance.
Wendy Doromal	This will not be impact bargaining.
Jim Preusser	It has 3 question marks that why I was surprised by proposal you gave, didn't have time to think about them.
Jim Preusser	You gave me the bereavement leave.
Wendy Doromal	If we ask more questions we would like to get them before the meeting.
Jim Preusser	You are ding me on one thing I didn't give you?
Wendy Doromal	Skyward.
Jim Preusser	They got us the info as soon as they could.
Wendy Doromal	The meeting for Fringe week of the 10 th or 17 th know by the end of the week, Appeals by the end of the week.
Jim Preusser	Clean up language?
Wendy Doromal	We are going to look at everything.

Appendix A

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

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

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.

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 five-hour course will not be used for the calculation of the Student Learning Growth.**

Appendix B



**RESPONSE TO 2nd REQUEST FOR INFORMATION
Mental Health Curriculum**

1. How can we start the program in February before we completed the impact bargaining process that was requested in June?
Legislation requires implementation during the 2019-20 school year. The District will continue to discuss the impacts of this program with CTA.
2. What if there is a student who does not have a fifth period? (Dual enrollment, coop, etc.)
Make up sessions will be at the discretion of the school administration.
3. Do all instructional personnel need to be trained if they do not have a fifth period class?
Yes, because all instructional staff may be asked by their administration to facilitate these courses.
4. What happens if the teacher is absent?
School administration would handle scheduling of teachers.
5. Were parents notified of this program and curriculum?
Schools were instructed to notify parents by a Connect Orange message by January 19, 2020 and a letter sent to parents (either digitally or hard copy) by January 21, 2020.
6. Will parents be given a consent form or opt out form?
The school can provide a consent form for parents to sign if they choose for their child not to participate.
7. How will teachers be able to opt out? What is the process? We would like a process explained in writing so it consistent.
It is the expectation of the district that teachers facilitate the course; however, if there are extenuating circumstances and/or a teacher has a concern, they should discuss with their school administration.
8. If a student misses the class, will they have to make it up? How will this impact a students' instructional minutes in other classes?
Make up sessions will be at the discretion of the school administration.
9. Safe Coordinator –How will a Safe Coordinator be involved –what is the extent of their added responsibility? Will there be a limit to how many students the SAFE Coordinator must assist?
The SAFE Coordinator will be the contact person for the implementation of this curriculum. They will work with the district student services team and be available during the lessons for students who need assistance. Any student that is referred for counseling (by themselves or a teacher or friend) as a result of these lessons will be seen by the SAFE Coordinator, school social worker, district team or SEDNET counselors through the same process used anytime a student is referred for counseling.
10. Will the SAFE Coordinator be compensated? How may they be held accountable for students not attending?
Attendance will be taken through 5th period Skyward and is the responsibility of the teacher.

11. What is the expectation for the number of times a Safe Coordinator has to carry out the duty (For example, once a week hold a makeup session, once a month, once a quarter?) What is the responsibility?
Make up sessions will be at the discretion of the school administration.
12. Can those who need to make-up the class do so in an assembly session? We need to bargain this change of working conditions.
Make up sessions will be at the discretion of the school administration.
13. What about the loss of curricular instructional minutes? If the District did not have instructional minutes to make up two bad weather days, how is there time for this program?
Students are receiving instruction within a class period. These minutes are considered instructional and are part of the curriculum.
14. If there are not enough teachers to cover classes, who would cover them?
School administration would handle scheduling of teachers.
15. Will dates of classes be consistent across the District?
The district will make every effort to be consistent. If schools have a conflict, they may schedule an alternate day.
16. How will schedules be adjusted to accommodate CRMs, District scope and sequence, common formative assessments and performance monitoring assessments?
All seven periods will have instruction on these days, each period will be a few minutes shorter. CRMs, district scope and PMAs are not mandatory. This should not affect common formative assessments.
17. How are instructional staff who lose planning to implement the course being compensated?
As this is a part of the curriculum for which teachers are responsible, there is no need for additional compensation.
18. Will this program or activities be part of the evaluation system?
No.
19. Please provide CTA will a copy of the curriculum and choices in its entirety?
Student Services will provide CTA access to the curriculum materials.
20. Is scheduling being checked so that no teacher is supervising students for more than 3 continuous hours?
In the principal BBB training on 1/13/2020, principals were reminded to check this.
21. Who are the teachers referenced in Item 6 of the 1st Request for Information – Mental Health Curriculum?

Dericho, Charcia, Acceleration West	Pla, Esnel, Westridge MS
Hawkins, Tynisa, Bridgewater MS	Schenker, Janell, Lake Nona MS
Marcinko, Jennifer, Timber Creek HS	Simasek, Kendra, Maitland MS
Marinas, Jennifer, Colonial HS	Steadman, Ashley, Evans HS
Peterson, Rachel, Discovery MS	Walton, Martha, Apopka MS

Appendix C



**RESPONSE TO REQUEST FOR INFORMATION
Threat Assessment Team**

1. What liability protection is provided to threat assessment team members?

This answer was provided by OCPS legal.

Pursuant to F.S. 768.28(9), public employees are immune from a lawsuit in the personal capacity except if they act in “bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.” If a teacher gives instruction and a student harms themselves, the teacher would not be liable unless they encouraged the student to harm themselves. For example, if the teacher describes the best way to commit suicide, that would be exhibiting a wanton and willful disregard of human safety. Otherwise, the mere provision of mental and emotional health education would not subject teachers to personal liability. Additionally, pursuant to F.S. 1012.75, the Department of Education administers “an educator liability insurance program, as provided in the General Appropriations Act, to protect full-time instructional personnel from liability for monetary damages and the costs of defending actions resulting from claims made against the instructional personnel arising out of occurrences in the course of activities within the instructional personnel’s professional capacity.” The amount of that coverage is \$2 million.

2. What compensation will be provided for the additional work because the teams meet after hours?

CTA submitted a proposal addressing this item.

3. Need a system

The District is using the existing system which has been in place for many years. The only difference is the statutorily defined roles of team members and the DOE required tool for documenting the threat assessment process.

4. What training will be provided for team members?

Training for team members began in November for School Resource Officers (SRO) and in December for Deans and Guidance Counselors. Training is defined by the FDOE and facilitated by Chief of District Police Bryan Holmes and Director of Mental Health Anna Williams-Jones.

5. Is discipline a part of the process?

Where appropriate, the student discipline process is initiated.

6. Does school staff know who is on the threat assessment team?

On December 5, 2019, the District issued a memorandum to all schools to be shared with all school staff. In addition, Principals shared the names of the individuals who serve on the threat assessment team. See attached copy of the December 5, 2019, memorandum.



7. What are the roles of the team members?

Each threat assessment team shall include persons with expertise in:

- a) Counseling – typically a guidance counselor
- b) Instruction – typically a dean
- c) School Administration – the school principal or assistant principal
- d) Law Enforcement – typically the SRO

8. How are team members selected?

School Principals identified team members based on the needed expertise as explained in Question 7 above.

9. What compensation will be provided for the extra duty?

See Response to Question 2 above.

10. What are the duties of the members of the threat assessment team?

Each threat assessment team shall follow procedures and guidelines set forth by the District and in accordance with Florida Statutes and/or State Board of Education Rules. These procedures include:

(a) The threat assessment team shall meet monthly, or as often as necessary to ensure that students are appropriately assessed and referred to services. However, if there is an imminent threat to school safety, then the principal/designee shall convene an emergency threat assessment meeting to address the imminent threat.

(b) The threat assessment team shall identify members of the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.

(c) The threat assessment team shall consult with law enforcement when a student exhibits patterns of behavior, based on previous acts, which pose a threat to school safety.

(d) Upon a preliminary determination that a student poses a threat of violence or physical harm to himself, herself or others, the threat assessment team shall immediately report its determination to the Superintendent or designee. Notwithstanding any other provision of law, the Principal/designee shall immediately attempt to notify the student's parent/guardian. Nothing in this subsection precludes school district personnel from acting immediately to address an imminent threat.

(e) If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies and procedures established by the Board and District, Florida Statutes, and/or State Board of Education Rules to engage behavioral health crisis resources, this may include, but is not limited to mobile crisis teams and school resource officers trained in crisis intervention.



(f) The threat assessment team shall utilize the behavioral threat assessment instrument developed by the Office of Safe Schools, pursuant to Section 1001.212, upon availability.

11. What training will be provided for team members?
See Response to Question 4 above.
12. Does the school notify staff who is on the threat assessment team?
See attached memorandum dated December 5, 2019.
13. What training will be provided to the staff about the threat assessment team?
See Response to Question 6 above.
14. What is the liability for the threat assessment team members?
See Response to Question 1 above.
15. What happens if a Dean misses something?
See Response to Question 1 above.
16. How does Baker Act factor in to this process?
The Baker Act process is a law enforcement tool and not a part of this process.

Appendix D



**RESPONSE TO REQUEST FOR INFORMATION
FortifyFL**

1. CTA asked about how to promote use of tool?

Currently the tool is promoted on the District's opening webpage located at www.ocps.net and is loaded on all District-issued student devices.

2. Can the tool be bookmarked on CTE websites?

The link to the FortifyFL tool is now located on each technical colleges webpage. In addition, the District continues to work with the Communications staff to have the link added to each of the K-12 school webpages. See December 5, 2019, memorandum issued to all schools for more information.

3. Are there consequences for false reports?

This is an anonymous reporting tool; therefore, there is no ability to identify individuals who make false reports. As a result, there are no consequences for false reports.

4. How can schools request additional training on FortifyFL?

Schools can request FortifyFL training by contacting Christina Ortiz, Senior Manager – Records and Communications, at Christina.Ortiz@ocps.net, Phone: 407-317-3200 ext. 200-2992. The training can be tailored for both adults and/or students. The program for students is designed to promote responsible use of this important anonymous reporting tool.

Appendix E

DISTRICT PROPOSAL #1
Work Year, Salary and Registered Nurses
January 30, 2020

ARTICLE XV

WORK YEAR

J. Extended Employment

3. Beginning in the ~~2014-15~~ 2020-21 school year, JROTC teachers shall work ~~196~~ 197 duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.

ARTICLE XVI

SALARY

B. Differential Pay

5. Additional Period Pay

- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/~~196~~ 197 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.

DISTRICT PROPOSAL #1
Work Year, Salary and Registered Nurses
January 30, 2020

APPENDIX F

REGISTERED NURSES

- B. The work year for registered nurses shall be ~~196~~ 197 days including six paid holidays.

- C. Any employment beyond the ~~196~~ 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.

Appendix F

ARTICLE XIV

DUTY DAY

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

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

- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.

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

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

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

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.
- D. Media centers in all schools shall observe a flexible schedule.
- E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.
 - 1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
 - 2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate associate superintendent who will

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within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.

3. If district-wide ratios for students to social workers not assigned to schools exceed the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
 4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (✓) in and out upon arrival and departure from their work site.
- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.
- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.

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- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips on in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.
- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
 - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
 - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
 - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers.

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If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.

- c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.
- 2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020 – 21, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days

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so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools. **Preplanning will not be scheduled to start on a Friday.**

- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

Orange County Public Schools 2020-2021 School Calendar

Monday- Friday <u>Monday</u>	August 3- 7 <u>10</u>	Pre-Planning August 5 Professional Development Day
Monday <u>Tuesday</u>	August 10 <u>11</u>	First Day of School
Monday	September 7	Labor Day Holiday
Friday	October 9	End of First Marking Period
Monday	October 12	Teacher Workday/Student Holiday
Tuesday	October 13	Begin Second Marking Period
Friday	October 30	Teacher Professional Day/Student Holiday Teacher Non-Workday
Monday-Friday	November 23-27	Thanksgiving Break
Friday	December 18	End of Second Marking Period
Two Weeks	December 21-January 1	Winter Break
Monday	January 4	Teacher Workday/Student Holiday
Tuesday	January 5	Begin Third Marking Period Begin Second Semester
Monday	January 18	Martin Luther King, Jr. Holiday (Schools and District Offices Closed)
Monday	February 15	Presidents' Day Holiday (Schools Closed/District Offices Open)
Thursday	March 11	End of Third Marking Period
Friday	March 12	Teacher Workday/Student Holiday
Monday-Friday	March 15-19	Spring Break (Schools Closed/District Offices Open)
Monday	March 22	Begin Fourth Marking Period
Tuesday <u>Wednesday</u>	May 25 <u>26</u>	End of Fourth Marking Period/Last Day of School
Wednesday Thursday- <u>Friday</u>	May- 26 <u>27-28</u>	Post-Planning (2 Days)
<u>Monday</u>	<u>May 31</u>	Memorial Day Holiday (Schools and District Offices Closed)

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**Prioritized Bad Weather Days
2020-2021**

Priority	Date	Current Use
1	October 30	Professional Day
2	November 23	Thanksgiving Week Day 1
3	November 24	Thanksgiving Week Day 2
4	November 25	Thanksgiving Week Day 3
5	February 15	President's Day
6	March 19	Spring Break
7	March 18	Spring Break
8	March 17	Spring Break
9	March 16	Spring Break
10	March 15	Spring Break

Appendix G

ARTICLE IX

ASSIGNMENT AND TRANSFERS

- A. Employees shall be assigned by the Superintendent to positions which fit their preparation, certification, experience and aptitude.
- B. A teacher shall not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificate.
- C. Teachers shall receive notice of their tentative teaching assignments on or before the first day of traditional calendar post-planning. It is expressly understood that such assignments are only tentative and may be changed for reasons relating to changes in school-wide or class enrollment, the addition or reduction of educational services at the school, changes in staffing, or vacancies.
 - 1. If changes are required, the teacher shall be notified of the new assignment, and the reason for the change, as soon as feasible. An opportunity shall be provided for the teacher to discuss the change.
 - 2. The teacher may request an alternate assignment.
 - 3. Involuntary changes in assignment at the work-site shall not be made in a punitive manner.
- D. Guidance personnel and Resource Teachers within a school should be utilized fully in programs that are student oriented.
- E. When an employee is hired to replace someone on long-term leave, the following shall apply:
 - 1. Such temporary employees shall be members of the bargaining unit and shall be issued temporary interim contracts or placed on temporary employment status.
 - 2. It is understood that the temporary employment shall be for a specified period depending on the length of the leave and there shall be no further expectation of employment beyond the time specified.

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3. If the employee who took the leave of absence does not return to duty upon the expiration of that leave, the temporary employee shall have no expectation of being recommended to fill the position. The administrator shall not be precluded from recommending a temporary employee for regular employment.
4. The temporary employee may reactivate his/her application for employment upon completion of the temporary assignment.

F. Temporary Assignments and Transfer

1. When the superintendent temporarily assigns an employee to a special project, the employee's regular position shall be treated as if s/he were on a long-term leave of absence for purposes of this article.

2. When the superintendent temporarily transfers an employee, the transfer should not exceed 30 duty days.

a. After the temporary transfer period ends, the employee will return to their original assignment and work location.

b. Instructional Personnel who were temporarily transferred to a different work location will not receive an involuntary change in assignment or work location the next school year.

c. The parties agree to meet to discuss the impact of the Evaluation of employees who are temporarily transferred.

G. The following provisions shall apply to the transfer of teachers:

1. Two teachers may voluntarily change schools upon mutual agreement of the administrators involved and with the approval of the Superintendent.
2. Any voluntary transfer of a teacher out of a non-Title I school after three weeks prior to his/her preplanning shall require mutual agreement of both administrators.
3. Any voluntary transfer of a teacher out of a Title I school after four weeks prior to his/her preplanning shall require mutual agreement of both administrators.

4. A teacher seeking a voluntary transfer out of a school utilizing split or irregular shifts, or a prototype, charter or year round school may be interviewed for vacancies prior to and/or during the time involuntary transfers are being assigned. If vacancies exist for which the teacher is certified and/or qualified, s/he shall be offered a position prior to the assignment of other voluntary transfers or new hires. If the teacher declines such offer, the Board shall have no further obligation to transfer the teacher.
5. In staffing new schools, consideration shall be given to employees working in schools from which students are being reassigned.
6. An employee may be involuntarily transferred to another school at any time provided written notice is given to the employee at least five duty days prior to the effective date of the transfer. If at least 14 days remain prior to the start of the work year, the employee shall be provided a minimum 14-day notice. Such transfer shall be for the following reasons:
 - a. District-wide changes in the organization of the school system.
 - b. Decreasing enrollment in the employee's school.
 - c. Reduction of educational services at the employee's school.
 - d. Maintenance of court required ratios.
7. When involuntary transfers become necessary, the administrator shall meet with the affected department(s)/program(s) to seek volunteers, Volunteers will be selected, based upon greatest seniority. If there is an insufficient number of volunteers, the selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: contract type, degree, selection by lot.
8. If a teacher who has been identified for transfer has certification in two or more areas, s/he may designate which instructional area will be the determiner of certification, provided s/he has taught within the designated subject area(s) within the past ten years and there are district vacancies within the designated area(s). These provisions shall not apply beyond the 15th day of student attendance.
9. The Association recognizes the Superintendent may involuntarily transfer an employee. Such transfers shall not be done in a punitive manner. Those employees

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transferred by the Superintendent shall be provided the reasons in writing in a formal setting prior to the transfer.

10. Any area of certification:
 - a. If a vacancy occurs in a position for which any area of certification may be utilized, teachers at the school with the vacancy may be considered for the vacant position.
 - b. If a position utilizing any area of certification is cut, and there are no vacancies at the school within the teacher's area(s) of certification, the teacher occupying the position shall be placed on the involuntary transfer list, if otherwise eligible in accordance with Article VIII.
 - c. It is understood that filling a position utilizing any area of certification does not in and of itself, constitute an area of certification and Article IX, Section G.8 (above) shall not apply to these situations.
 11. The Superintendent may preclude a volunteer from transferring and shall provide the reason(s) for the denial in writing to the volunteer upon request.
 12. The provisions of Sub Sections 5. and 6. above notwithstanding, annual, professional service or continuing contract teachers who have indicated in writing their desire to remain in an out-of-field assignment and their intention to meet the requirements to do so, but who do not meet such requirements, may be involuntarily transferred based upon their in-field certification, regardless of seniority.
- H. The District and the Association will meet by January 15 to discuss timelines for the following procedures:
1. Administrators will identify and notify employees for involuntary transfer.
 2. Employment Services will develop a district-wide involuntary transfer list and vacancy list.
 3. A list of vacancies will be provided to the affected employees
 4. A period of time will be designated for affected employees to interview and/or be assigned to vacancies. Involuntary transfers shall be placed in positions within their areas of certification where such vacancies exist.

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5. When at least 80 percent of the involuntary transfers have been placed, a minimum of two weeks will be designated for voluntary transfer(s). The first week shall be for all PSC/CC teachers and Annual contract teachers with a 3.0 or higher Instructional Practice score. Beginning the second week, all PSC/CC, Annual, Probationary and Temporary contract teachers eligible for reemployment may participate in the voluntary transfer process. During this time period, Employment Services shall forward a list of job postings along with a list of non-reappointed teachers eligible for reemployment. Vacancies shall be sent to all instructional personnel.
6. The provisions in Section 5. above shall not apply to subject areas or disciplines in which unassigned teachers are not certified, provided the total number of vacancies in the District exceeds the number of teachers on the involuntary transfer list.
7. It is anticipated that the process of assigning the employees described in Section 5. above shall be completed prior to the first day of post-planning. If the above timelines cannot be met due to a need to delay notification of allocations or because the number of employees being involuntarily transferred is too great for the coming year, the parties shall mutually determine and reduce to writing, a memorandum of understanding outlining new timelines for implementation of transfers for that year.
- I. Nothing herein shall preclude members of the same family being assigned to the same school, provided that they shall not be assigned in direct line of supervision. If, as a result of employment, transfer or promotion of an employee's family member or the transfer of an employee results in a violation of this provision, reassignment or transfer of the affected employee shall be made without violating the provisions of this Article.
- J. Vacancies in bargaining unit positions, listed on the OCPS Web Site, shall be available to all employees.

K. Hardship Transfer

1. An employee who has completed at least one year of service with the District may apply for a hardship transfer when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of his/her Area Superintendent or designee.

2. Any approved hardship transfer will be effective at the beginning of a marking period, if an appropriate vacancy exists.

3. Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer.

4. If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator in lieu of a hardship transfer.

Appendix H

ARTICLE XVIII

LEAVES OF ABSENCE

A. General Provisions

1. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the administrator on a request for leave of absence form.
2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the time s/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.
3. Leaves of absence shall be reported in increments of full or half days **with the exception of 11-month, 228 day, school psychologists who may utilize leaves of absence in one-hour increments.**
4. An employee shall not be responsible for finding a substitute in the event of his/her absence.
5. During leaves of six (6) or more duty days, an employee shall not be required to keep records, prepare lessons, or perform any of the duties required while in attendance.
6. An employee on long-term leave shall be considered as if s/he were part of the staff of the school from which s/he took leave. In special circumstances such as cases of extended worker's compensation or relief of duty, this provision may be waived.
7. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the administrator and shall either be directed to return to duty or continue on leave.
8. Upon return from leave, the employee shall complete a certificate of absence.
9. Any leave days credited to an employee at the time of an approved leave of absence, which are not taken during that leave of absence, shall be credited to the employee upon return to active duty.

10. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted.
11. An employee granted a long-term leave of absence may be employed while on leave upon approval by the Superintendent.
12. For reasons relating to illness of an employee or the employee's spouse, parent, son, or daughter; adoption, or newborn child-care, the employee may take a leave of absence for a period up to 12 weeks under the provisions of the Family and Medical Leave Act of 1993.
13. Up to one (1) year of long-term medical leave with or without pay, shall be granted to employees for personal illness, or illness or death of a member of the employee's family as defined in Florida Statutes. Any leave taken under the Family and Medical Leave Act referenced above shall count as part of the total leave taken.
14. Should an employee on long-term medical leave return to duty for a period of less than one (1) teaching month and then require additional leave for medical reasons, such additional leave shall be considered as one period of leave if within one (1) school year.
15. Long-term personal leave of up to one year without pay may be granted, subject to the approval of the Superintendent. Applications for such leave shall include an explanation for the request.
16. Extension of Long-Term Leaves
 - a. An extension of up to one year may be granted for long-term medical and personal leave.
 - b. An employee who desires an extension of long-term medical leave must request same as soon as possible, but in no event later than one week prior to expiration of the leave.
 - c. An employee who desires an extension of long-term personal leave for the following school year must request same in writing by March 15. If the leave was granted after March 15, any request for extension shall be made as soon as possible.

17. Return from Long-Term Leave

- a. An employee who plans to return to duty at the expiration of a long-term leave shall notify the administrator in writing by March 15 of the school year for which the leave was granted. In the event the leave was granted after March 15, the employee's intent to return to duty at the expiration of the leave shall be deemed given upon requesting the leave. On or before February 15, the Board shall notify each employee on leave of this provision. The employee shall respond, indicating his/her intent to return, requesting an extension, or resigning from his/her position. Except for extenuating circumstances, an employee who fails to respond shall be considered to have resigned with an effective date of his/her last duty day of the fiscal year.
- b. An employee, upon expiration of his/her leave of absence, may return to duty without prejudice and shall be credited with all previous experience earned prior to the leave.
- c. An employee desiring to return from medical leave prior to the leave expiring shall be allowed to return to duty only when a vacancy exists for which s/he is certified and/or qualified.
- d. An employee desiring to return from personal leave prior to the leave expiring may be allowed to return to duty if a vacancy exists for which s/he is certified and/or qualified.
- e. Failure or refusal of an employee returning from long-term leave to accept a written offer of assignment made to his/her last known mailing address shall remove any obligations of the Board to provide further employment.
- f. For employees returning or who have recently returned from medical leave, a doctor's statement may be required.

B. Sick Leave

1. An employee shall be credited with four days of sick leave with pay on the first day of employment of each fiscal year, as provided by law.
2. An employee shall earn one day of sick leave with pay at the end of each month of employment, credited at the end of that month, which shall not be used prior to the

time it is earned and credited to the employee; provided that the employee shall earn no more than one day of sick leave times the number of months of employment during the fiscal year.

3. An employee may transfer unused sick leave days from another Florida school district, from another job within the District, and from other State agencies as provided by law. It shall be the employee's responsibility to assist in securing the requested transfer of sick leave credit from his/her previous employer. One day of sick leave may be transferred for each day accruing with the District.
4. There shall be no limit to the number of sick leave days which an employee may accrue.
5. Sick leave may be used for personal illness of the employee, including a temporary disability due to pregnancy, or for death or personal illness of a member of his/her immediate family, and as provided by the Family and Medical Leave Act of 1993.
6. The employee may use accumulated sick leave for the purpose of bereavement leave.
7. An employee may use accrued sick leave for the purpose of taking physical examinations.
8. An employee who has exhausted his/her accumulated sick leave shall be granted sick leave without pay for the reasons stated in B.5. above, not to exceed 20 duty days.

C. Illness/Injury In-Line-of-Duty Leave

1. Illness/injury in-line-of-duty leave with pay may be taken when an employee is absent from duty because of:
 - a. A personal injury in the discharge of duty.
 - b. An illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.
2. Leave for such illness(es) and/or injury(ies) shall be for a period of time not to exceed ten duty days during the school year, as provided by Florida Statutes.
3. An employee may request additional leave under Florida Statutes, and if it is not granted, the employee may elect to take accrued sick leave and/or to be paid under

Workers' Compensation. If s/he chooses the latter, s/he may be paid the balance of his/her daily rate of pay not provided by Workers' Compensation by using his/her accumulated sick leave on a prorated basis.

4. If an employee is injured in the line of duty as a result of a physical assault and/or battery, he/she may be eligible for line-of-duty leave, including an extension as set forth above.

D. Personal Leave

1. Up to six (6) days per year, non-cumulative and chargeable to accrued sick leave, may be granted to employees for personal leave, subject to the following:
 - a. Personal leave is to be used for matters which cannot be scheduled outside of regular working hours.
 - b. Employees shall not be required to divulge the reasons for requesting personal leave with pay.
 - c. Except in cases of emergency, or in extenuating circumstances, personal leave is to be requested at least one week in advance.
 - d. Requests for personal leave shall not be unreasonably denied.
 - e. Personal leave may not be taken one (1) duty day before and/or after a scheduled holiday or the first and/or last five (5) days of the school year for students. This shall not be applicable in cases of emergency, to attend the graduation of a spouse, child, parent, or oneself or to work in a voting precinct or the observance of a religious holiday.
 - f. Any denial of requests for personal leave which will result in more than 7% or three (3) teachers, whichever is greater, of a school's staff being absent on a given day, shall not be construed as unreasonable denial.
 - g. In emergency situations, an administrator may grant personal leave for a brief period of time pending the submission of a request for leave form. During the period of time the leave is granted verbally by the administrator, the employee shall not be considered absent without leave.

- h. Except for emergencies, personal leave may not be used during periods of extended employment outside of the employee's regular work year.
- 2. When an employee has exhausted all sick/personal leave with pay, s/he may be granted short-term personal leave without pay for emergencies or in extenuating circumstances and the restrictions set forth in 1.e. above shall apply.

E. Professional Leaves

1. Exchange Teaching

An employee on continuing or professional service contract may be granted a leave of absence for one year for the purpose of exchange teaching. Exchange teaching shall be limited to accredited public school systems, colleges and universities or similar institutions. The cooperating school system, college or university must furnish an employee to take the place of the employee released by the Board. The released employee shall draw full salary plus the value of any supplements performed by the cooperating employee. Application for exchange teaching for the next school year must be made by April 15.

2. Detached Service

The Board may grant detached service leave for a period of one year for an employee to work in an educational institution, with an official government agency or in such programs as the Peace Corps and the Overseas Exchange Teacher Program. The employee may request an extension of the original leave for up to one additional school year. Before an employee is granted detached service leave, s/he must present evidence of an offer of employment from one of the accepting agencies. Application for detached service leave for the next school year must be made by April 15.

3. Temporary Duty

- a. Temporary duty leave may be granted by the Superintendent if it is for the benefit of the school or school system, or the professional growth of the employee.
- b. Temporary duty leave may be initiated by the employee or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.

- c. If initiated by the employee, expenses may be borne by the employee or shared with the Board, if mutually agreed upon prior to the taking of the leave.
 - d. Temporary duty leave shall be with full pay for the affected regular duty days of the employee or for any other day if the leave is initiated by the Board and agreed to by the employee.
 - e. Temporary duty may be granted for recognized state/national professional subject area organization meetings.
4. Temporary Professional
- a. An employee may be granted professional leave with pay for up to ten (10) duty days, to attend classes (which may include travel time) for earning the required hours for renewal or extension of his/her certificate or license, or for certification in a new teaching area during a five (5) year period. The leave must be requested at least ten duty days prior to the effective date of the leave.
 - b. An employee may be granted professional leave without pay for working toward advanced degrees, not to exceed ten duty days at the beginning or at the close of the school year in order to attend summer school classes, except that this leave may not be taken when assigned students. The leave may include consideration of reasonable travel time.
 - c. Evidence of acceptance in an institution of higher learning must be attached to any request for professional leave to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave

- a. An employee duly subpoenaed to serve on jury duty shall receive his/her full salary and may retain any expense allowance, including transportation reimbursement, provided while serving on jury duty.
- b. Such leave shall not be charged against accrued sick or personal leave.

2. Court Leave

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.

- a. Court leave with pay shall be granted to employees, duly subpoenaed or summoned, for the time necessary to make appearances in court proceedings, subject to Subsection c. below. The Superintendent may deny requests for court leave which extend beyond five days, in non-work related cases. If court leave with pay is denied, personal leave with or without pay shall be granted.
 - b. Such leave shall not be charged against accrued sick or personal leave.
 - c. An employee shall not be granted court leave in cases where the employee is a litigant against the School Board in a court of law or a state or federal agency proceeding.
3. Political Leave
 - a. Leave of absence without pay for up to twelve (12) weeks shall be granted to an employee for the purpose of campaigning for a public office for which s/he has officially qualified.
 - b. Leave of absence without pay may be granted for any employee elected to public office.
 - c. Short-term leave of absence with pay shall be granted for elected public officials to conduct official business for up to five (5) days per year. Additional days may be granted by the Superintendent.

G. Annual Leave

1. A 12-month employee shall be granted paid annual leave as provided herein.
2. Annual leave shall be credited at the close of each month. Any credited leave beyond thirty (30) days will be removed at the end of each calendar year (December 31). Each employee shall be encouraged to use leave on an annual basis.
3. The number of years of continuous experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

Years of Service	Annual Leave Days
0-4	13

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.

5-9	16
10 or more	19

4. For purposes of computing the number of years of experience in order to determine the number of days of annual leave to which an employee is entitled, a year of experience is earned when an employee is employed for one or more days beyond six (6) months within a fiscal year.
5. One (1) or more days of annual leave may be used at any time during the year subject to the approval of the administrator in advance. Annual leave must be scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.
6. A teacher shall be paid at his/her current daily rate of pay for accrued annual leave if s/he is returned to less than 12-month status.
7. If Annual Leave is requested and not granted during that fiscal year, an employee shall be paid at the end of that fiscal year for the number of days requested, and his/her annual leave balance shall be adjusted accordingly.
8. No employee shall be granted fewer annual leave days than s/he received prior to ratification of this Contract.
9. An employee who leaves his/her employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days unless prohibited by law.
10. If an employee elects to enter the Deferred Retirement Option Program (DROP), s/he may receive annual leave pay-out subject to the provisions of DROP.

H. Military Leave

1. Short-Term

- a. An employee who is a member of the National Guard, or who is a commissioned reserve officer or reserve enlisted personnel in the United States military service, shall be granted a leave of absence from his/her respective duties, without loss of pay, time or efficiency rating, for all days s/he is engaged in active duty or training ordered under the provisions of the United States military. Such leaves of absence shall not exceed 17 days in any one annual period.

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- b. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
 - c. The employee shall attach a copy of his/her orders to his/her request for leave.
 - d. The employee should endeavor to have his/her periods of training scheduled during his/her summer vacation. In cases where the employee requests military leave, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.
2. Long-Term
- a. Extended military leave shall be granted to an employee who is required to serve military obligations in the Armed Forces of the United States.
 - b. Employees called to active duty shall receive full pay for the first 30 days.
 - c. Employees may elect to use annual leave if applicable after the initial 30 days.
 - d. An employee granted long-term military leave shall be re-employed provided that:
 - 1. The tour of duty is completed.
 - 2. The application for reemployment is filed within six months following the date of discharge or release from active military duty.
 - 3. Original eligibility for employment has been maintained.
 - 4. Reassignment within a reasonable time, not to exceed six months, is afforded the School Board, except as provided by law.
 - e. Military leave shall not be granted to an employee who volunteers to serve when such service is not required.

I. Bereavement Leave

1. Immediate Family Member

a. When a death occurs in an employee's immediate family, the employee may take up to five (5) days of paid or unpaid leave.

b. Immediate family member shall be defined as an employee's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, domestic partner, or grandchild.

c. Additional time may be granted depending on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased.

2. Non – Immediate Family Member

a. When the death of a non-immediate family member occurs, the employee may take up to three (3) days of paid or unpaid leave.

b. Additional time may be granted depending on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased.

H. J. In the event the Board seeks to resume the practice of granting sabbatical leave, the District and the Association shall immediately meet to negotiate the provisions governing this sabbatical leave.

H. K. The District and the Union will continue to review and implement improvements in the Employee Self Service System (ESS).