

MINUTES

CTA CBLT

Via Teleconference

March 26, 2020

In Attendance

LeighAnn Blackmore	District	James Preusser	District	Maribel Rigsby	CTA
Wendy Doromal	CTA				

Additional Attendees/Guests

Lucia Piva	CTA	Mark Richard	CTA	
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Minutes

The sole purpose of today's session is the formality of signing and executing several agreements upon which we previously agreed.

See Appendices A to E for Tentative Agreements/Memorandums of Understanding.

Appendix A

MEMORANDUM OF UNDERSTANDING #2 – 196 to 197 Duty Days
Article XV Work Year, Article XVI Salary, and Appendix F 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.

**MEMORANDUM OF UNDERSTANDING #2 – 196 to 197 Duty Days
Article XV Work Year, Article XVI Salary, and Appendix F Registered Nurses
January 30, 2020**

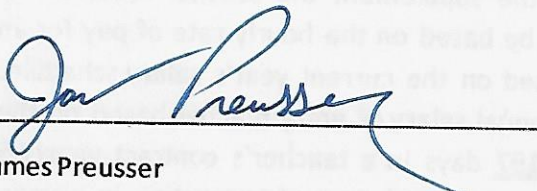
APPENDIX F

REGISTERED NURSES

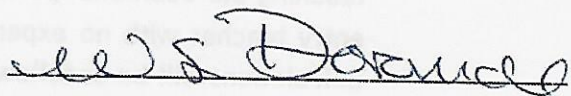
- B. The work year for registered nurses shall be ~~196~~ 197 days including six paid holidays.
- C. Any employment beyond the ~~196~~ 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.

STATUS: As of 3-26-2020, tentatively agreed to and closed.

For Orange County Public Schools:


James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:


Wendy L. Doromal
President

Appendix B

TENTATIVE AGREEMENT #1 – 196 to 197 Duty Days
Article XV Work Year, Article XVI Salary, and Appendix F Registered Nurses
March 26, 2020

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TENTATIVE AGREEMENT #1 – 196 to 197 Duty Days
Article XV Work Year, Article XVI Salary, and Appendix F Registered Nurses
March 26, 2020

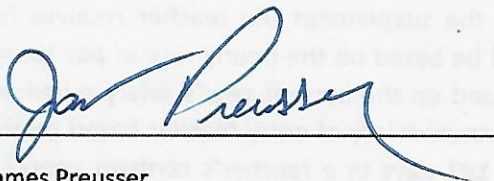
APPENDIX F

REGISTERED NURSES

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STATUS: As of 3-20-2020, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal

President

Appendix C

TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers
Article IX Assignments and Transfers
March 26, 2020

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.

TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers
Article IX Assignments and Transfers
March 26, 2020

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

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.

TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers
Article IX Assignments and Transfers
March 26, 2020

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 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

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- 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.
 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.

TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers
Article IX Assignments and Transfers
March 26, 2020

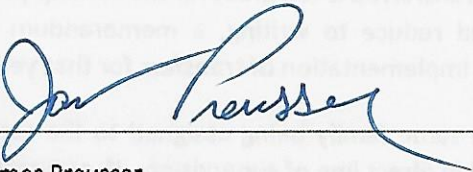
6. The provisions in Section 5. above shall not apply to subject areas or disciplines in which unassigned teachers are not certified, provided the total number of vacancies in the District exceeds the number of teachers on the involuntary transfer list.
7. It is anticipated that the process of assigning 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 hardship transfer approval is at the sole discretion of the Area Superintendent or designee.
3. Any approved hardship transfer will be effective at the beginning of a marking period, if an appropriate vacancy exists.
4. Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer.
5. 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.

STATUS: As of 3-26-2020, tentatively agreed to and closed.


For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal

President

Appendix D

TENTATIVE AGREEMENT #3 – Bereavement Leave

Article XVIII Leaves of Absence

March 26, 2020

ARTICLE XVIII

LEAVES OF ABSENCE

I. Bereavement Leave

1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees must use sick leave with or without pay for bereavement leave.
2. Immediate family is defined as spouse, same sex domestic partner, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
3. Additional time may be granted at the discretion of the Administrator.

✚ 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.

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

STATUS: As of 3-26-2020, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:



Wendy L. Doromal

President

Appendix E

**MEMORANDUM OF UNDERSTANDING #4 – 2022-23 Tentative Calendar and
Prioritized Bad Weather Days
March 26, 2020**

This Tentative Calendar and Prioritized Bad Weather Days requires School Board approval.

2022-2023 School Calendar

Tuesday-Tuesday	August 2-9	Pre-Planning August 4 Professional Development Day
Wednesday	August 10	First Day of School
Monday	September 5	Labor Day Holiday
Thursday	October 6	End of First Marking Period
Friday	October 7	Teacher Workday/Student Holiday
Monday	October 10	Begin Second Marking Period
Friday	October 28	Teacher Professional Day/Student Holiday Teacher Non-Workday
Monday-Friday	November 21-25	Thanksgiving Break
Friday	December 16	End of Second Marking Period
Two Weeks	December 19-January 2	Winter Break
Tuesday	January 3	Teacher Workday/Student Holiday
Wednesday	January 4	Begin Third Marking Period Begin Second Semester
Monday	January 16	Martin Luther King, Jr. Holiday (Schools and District Offices Closed)
Monday	February 20	Presidents' Day Holiday (Schools Closed/District Offices Open)
Thursday	March 9	End of Third Marking Period
Friday	March 10	Teacher Workday/Student Holiday
Monday-Friday	March 13-17	Spring Break (Schools Closed/District Offices Open)
Monday	March 20	Begin Fourth Marking Period
Friday	May 26	End of Fourth Marking Period/Last Day of School
Monday	May 29	Memorial Day Holiday (Schools and District Offices Closed)
Tuesday- Wednesday	May 30-31	Post-Planning (2 Days)

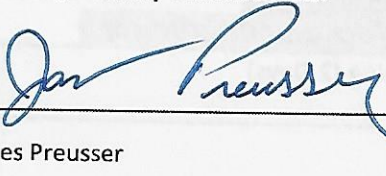
**MEMORANDUM OF UNDERSTANDING #4 – 2022-23 Tentative Calendar and
Prioritized Bad Weather Days
March 26, 2020**

Prioritized Bad Weather Days
2022-2023

Priority	Date	Current Use
1	October 28	Professional Day
2	November 21	Thanksgiving Week Day 1
3	November 22	Thanksgiving Week Day 2
4	November 23	Thanksgiving Week Day 3
5	February 20	President's Day
6	March 17	Spring Break
7	March 16	Spring Break
8	March 15	Spring Break
9	March 14	Spring Break
10	March 13	Spring Break

STATUS: As of 3-26-2020, tentatively agreed to and closed.


For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



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