

MINUTES

CTA CBLT

Via Zoom

May 29, 2020

In Attendance

Nicholas Anderson	CTA	Matthew Hazel	CTA	James Preusser	District
Robert Bixler	District	Alex Heidelberg	District	Maribel Rigsby	CTA
LeighAnn Blackmore	District	Myrlene Jackson-Kimble	District	Elizabeth Silva	District
Doreen Concolino	District	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Albert Davies	CTA	John McHale	District	Stephanie Wyka	District
Wendy Doromal	CTA	Megan Oates	CTA		

Additional Attendees/Guests

Lucia Piva	CTA	Mark Richard	CTA	
------------	-----	--------------	-----	--

Minutes

LeighAnn Blackmore	Our first proposal is obtaining certified long term subs for non-classroom teachers. This proposal takes your language and adds "as possible". We cannot always guarantee that we can find a long term sub. For example: It is hard to find guidance counselors to hire, and long term leaves are especially hard. And, we might not be able to get the temporary guidance counselor trained before the holder of the position comes back from leave. See Appendix A.
Wendy Doromal	Let's go through proposals and then can talk about them in caucus.

<p>LeighAnn Blackmore</p>	<p>Ok. Counter 15—OCVS. I have answers to your questions from the other day. First, you proposed in A.1.a., expanding the time period from 12 hours to 13. Start at 7 AM to 8 PM. Some high school teachers are already starting at 7 AM. They schedule their work time during the day to equal 7.5 hours.</p> <p>Next, A.1.3.: Teachers do not have to participate in call night. They do have to attend open house, as all schools do. It is required in Article XIV. Section I. In this case, teachers can attend open house in schools in which they are imbedded. The call night is different. Call nights are scheduled three times per year. They tell them the dates in preplanning; these dates coincide with end/beginning of marking periods. One phone call per month is required by law via phone to speak with parents and the student. In response to concerns from teachers, they established the call night. There is no extra outside time. The calls last from 5-7 PM. Teachers are advised to make it a part of their 7.5 hour day. They go to the school site on Silver Star Road. Parents are not advised in advance. Other staff at the school assist with calls. Other staff members are assigned to various departments and available to assist their assigned teams. They assist with the calls, or make calls at the same time as teachers, splitting the list. All of this is coordinated before teachers get to campus. Teachers look at classroom data to generate the list. They give list to admin and lead teachers and they figure this out to make sure they are given the correct level of response. Student calls are intervention calls, or positive calls.</p> <p>A.3. and B.1.: This language has to do with supplements...and we are not in a position to talk about money at this time with the budget up in the air.</p> <p>With respect to A.3. Teachers are not required to work from home. The school site has the necessary WiFi and bandwidth and sufficient space for social distancing, so they could work there.</p> <p>B.1.-loads greater than 180, only Drivers Ed has over 180 students. That curriculum is capable to have 200-250 students. The students' work is based on completion, not time. Students could get done in a month. Student populations flux during the course as they finish the course. See Appendix B.</p>
<p>Wendy Doromal</p>	<p>I understand. We will caucus.</p>
<p>LeighAnn Blackmore</p>	<p>Mental Health Counter Proposal: Point #2: the District doesn't have enough mental health teachers for all the classes needed. We can't say we will do all of the classes online. However, we did hear you about the one hour increments and we plan have the hour long classes is September, October, November, January and February.</p> <p>Point #3: We are always open for teachers to give feedback on the curriculum. We are looking at the part of the curriculum which was written at the District and we can have feedback for that.</p> <p>Point #4 and #5: The LOU- goes through June 30, 2021, and this is not necessary. See Appendix C.</p>

Mark Richard	Mental health question... you say you do not have enough staff to deal with the classes, but what is the answer? We have so many students in need. Saying you don't have enough is not an acceptable solution. We have to meet the challenge as a public school system. Do you have a plan? How much money is needed to put into it?
Wendy Doromal	Maybe we should discuss this now? We don't need to caucus on this topic.
LeighAnn Blackmore	Ok.
Wendy Doromal	At the last bargaining session, the survey, only 4% felt comfortable with this approach. The majority surveyed said this course needed to be done by professionals. You said an insufficient number responded. The mental health course applies to middle school and high school students. So when you look at the percentage who responded from middle and high school, the ratio is not 16%. We believe this is a good sampling of our teachers.
Mary Grace Surrena	We are hearing that they look back at the professional personal hired; in terms of new mental health act, 30 extra people were hired. Why can't these people be used to provide the instruction? This doesn't make sense.
LeighAnn Blackmore	We utilize them to write the instruction.
Nick Anderson	I need to make a point here. We just spent an entire quarter on distance learning. So I wonder why in a district that is pioneering digital, why this course could not be done digitally.
LeighAnn Blackmore	Do you have that data on this for us?
Wendy Doromal	Not right now, I can get it to you. But I don't really need the data. It is not a difficult thing to do this virtually.
Nick Anderson	Orange County has always been the county to lead districts. No reason we can't be a leader in Mental Health.
Jim Preusser	We understand and take this into consideration. But if you have data, that supports your view, we would like to see it. This is our counter today. But we can continue to look at it.
Mark Richard	We appreciate the counter. But we don't appreciate that you are not taking this seriously. Our faculty is highly professional. So when they come to you and say that experts need to do this, you don't take it seriously.
Jim Preusser	We have met with you on this issue multiple times. I know that you are not happy we don't agree with you. We have taken it back to leadership and have tried to make some progress. We are taking this seriously.
Mark Richard	We are on a bike going nowhere. Experts suspect that students will present with more issues. This is a state-mandated course, all we are saying is that the education teachers give is what they are qualified/certified to give. Even when forcing this to happen, we are asking that the evaluation paradigm be taken away.
LeighAnn Blackmore	We have a letter of understanding for Points #4 and #5.
Mark Richard	So you are agreeing with 4 and 5?
Jim Preusser	We will get back to you. Want to compare the two.

Wendy Doromal	The reason we think this is urgent is because of COVID-19. And, because of the very valid survey. Only 6% feel they want to teach the course and feel competent to teach the course. Last year we were pushed up against the wall, and the District came in and gave it to us. Teachers are telling you they don't feel competent.
LeighAnn Blackmore	Survey went out to all teachers or just middle school and high school?
Wendy Doromal	It went out to all the bargaining unit. It's a huge percentage that responded. I will give you the dates it went out. And there were 79 pages of comments in the survey.
LeighAnn Blackmore	How do you want to go from here?
Lucia Piva	Concerning the clean-up language—since it is not substantive we can address later. A lot of the changes occur in articles that are open now.
LeighAnn Blackmore	I can't agree that that is the case with all of it. Article I and III are not open.
Lucia Piva	All of the language is clean up?
LeighAnn Blackmore	Yes, it's clean up.
Jim Preusser	Lucia and Wendy, this proposal has been open for quite some time. It's not substantive. Just want to clean up because the language is not valid. Please caucus and let us know.
Wendy Doromal	We need to study it.
Jim Preusser	If there is a mistake that does cause substantive change, we won't hold feet to fire if we TA it. Objective is to clean up and sign it.
Wendy Doromal	Let's let everyone on the team have a chance to look at it.
LeighAnn Blackmore	I have an answer to your question: 300 hours for summer VPK is law. It is Florida Statute 1002.61(2)(a).
Wendy Doromal	Should we respond now or later?
Lucia Piva	Let's hear them all and respond later.
LeighAnn Blackmore	Going back through you proposals. Supplement Handbook: Threat assessment, we are on hold for money until we have the whole pot.
Mark Richard	I understand what your position is, given the budget in Tallahassee, and the pandemic, special session in Tallahassee. On the other hand, there is certain information we need now instead of waiting for the revenue side. We need to know that. Why can't we have discussion about economic aspects that are known while we wait on the Legislature? Travel budgets, energy, etc. We have asked for this information. It shouldn't be that we can't get information.
Wendy Doromal	I reviewed meeting notes. We did request information and we were told that it was not available. Then in one week there was a work session about reopening. It included projections in the budget. There is budget information, but it might be limited. It is out there. We can't say at one meeting and then there is a budget meeting.

Jim Preusser	I want to bifurcate the two. #1: The governor has not signed budget. #2: categorical items. Savings; we know there was savings during the shutdown. And, there was other expenses, custodial, digital, etc. I hope to have the projection numbers soon. I don't have it now. In a couple of weeks, I should be able to get them to you. I know you want it now, but I don't have it. And it is not appropriate to do so until I have the full picture.
Mark Richard	I am not asking for projections.
Jim Preusser	Yes you did.
Mark Richard	Someone knows if money has been saved or if it has been exceeded. We are just trying to say we need that data. If Dr. Jenkins says she wants it on her desk by 5 PM today, it would be there. This is not important to you.
Jim Preusser	I have answered in writing or verbally. Give me two more weeks.
Mark Richard	Do you know how many outstanding records requests we have on you? Lucia how many items? 20, 30, 40? At some point it looks to us, that our stuff is not taken seriously.
Lucia Piva	There are at least 30, some back to January.
Jim Preusser	You sent those directly to me? I would love to see them. The District has responded to multiple requests for information. I have been very clear on my response on savings and expenses. What was presented were categories. I am shooting for the next two weeks. Leadership knows you want this. Our CFO is working on it. I am not stalling, we are working on it.
Wendy Doromal	I have requested a copy of the PowerPoint presentation.
Jim Preusser	I will sent that to you.
LeighAnn Blackmore	Article X: Walkthroughs. We cannot agree. We need the ability to go in classrooms. Many times we are in there, and it doesn't have anything to do with the teacher. Appendix A-2: Supplements for non-classroom personnel. We need some more information to consider. Who are non-classroom staff you are speaking about, staff in schools or admin offices? We are open to discuss further but need more information.
Wendy Doromal	I thought we clarified at last meeting. I will send the information.
LeighAnn Blackmore	Evaluation Manual: Moving some personnel to the non-classroom model. We would like to survey guidance counselors and SAFE coordinators and get their thoughts on the two different learning maps and which one fits their responsibilities. We will share the survey with you.
Wendy Doromal	You've sent it out?
LeighAnn Blackmore	No, we want to send it out since we've heard different comments than you. We will share the survey before it goes out.
Wendy Doromal	We can send a survey out, too. I'd like to see the survey results.

LeighAnn Blackmore	We can share the instrument with you before it goes out. This way we can see where it goes.
Wendy Doromal	Or, we could allow each teacher to choose instrument they want.
LeighAnn Blackmore	Things are open for discussion. Registered Nurse Appendix: It is still under review.
Wendy Doromal	We should bring the nurses to the bargaining session for reopening the schools.
LeighAnn Blackmore	It is not scheduled yet?
Wendy Doromal	We have to schedule it, yes.
LeighAnn Blackmore	Article VII, Section E.7. Referrals in writing – I need to understand better as to what that is about. I need to understand the different kinds of referrals. If a teacher had an emergency and needed someone right away, would they have to wait?
Wendy Doromal	We explained it last time, but we can do so again.
LeighAnn Blackmore	Walkthroughs— can't agree to that. Events outside the duty day is addressed in Article XIV, Section H. Guidance counselor to student ratio: 250:1 is a national guidance suggestion. No one in the I-4 corridor is near that ratio. I would like some more dialogue about bilingual assignments...what kind of assignments do you mean?
Wendy Doromal	We did explain that. Social workers pulled away to be translators. Then they have to make up their work. Unless your job description requires you to be a translator, you should not have to just because you speak a different language.
Maribel Rigsby	Sometimes during IEP's bilingual teachers are asked to translate. Often the IEPs have very technical terms which is not translatable, and if the attempt is made, it could be said the wrong way. An interpreter needs to be present at these types of meetings. Translating during informal meetings would be ok. It is not appropriate during IEP and 504 meetings. Plus, these teachers receive different assignments due to being bilingual. Sometimes some social workers get pulled into student evaluations to speak to students in their native language and to translate what another social worker says or has done.
LeighAnn Blackmore	Thanks, that helps. Concerning the Non-Reappointment MOU, I think you gave us a new proposal. See Appendix D.
Lucia Piva	The non-reappointment MOU is impact bargaining.
Mark Richard	I want to make sure we understand we are doing impact bargaining now.
Jim Preusser	No objection.

Lucia Piva	<p>Non-reappointment MOU version 2.0 – here are the main differences with this one.</p> <p>Last two paragraphs on page 1: 1st: address this year only. Not setting any precedent or waiving any rights.</p> <p>2nd: concerns the COVID-19 pandemic effect.</p> <p>Those that have not been recommended, be placed.</p>
Jim Preusser	We will review in caucus.
Wendy Doromal	Last time we demanded to impact bargain the reopening of schools and summer school. It is critical we take care of this by next week.
Megan Oates	We want to look at addressing the terms of MOU. CTE is part of the District that doesn't seem to be addressed. Our students need clinical hours, but can't do so right now. We need to observe students and can't do that now. Electricians need to demonstrate that they can wire a house and can do so more than virtually. DOE is allowing demonstrations to occur.
Jim Preusser	Do you want to separate effects bargaining relevant to CTE?
Wendy Doromal	We can have one separate for summer school and CTE. And we need to discuss counselors for summer school.
Jim Preusser	You are saying the current MOU which expires June 30, doesn't address these concerns?
Wendy Doromal	No, we are not saying that. The first MOU said we would revisit for summer if needed.
LeighAnn Blackmore	Are requirements different from the regular year?
Albert Davies	There are no provisions in the MOU for demonstrations or clinical or to supervise and finish requirements for licensing.
Jim Preusser	Let us caucus on this topic.
Wendy Doromal	Did you give a response to threat assessment?
LeighAnn Blackmore	That was the supplement. Anything to do with money, we can't address.
Lucia Piva	<p>We need dates for summer school bargaining, ideally for next week.</p> <p>Other proposals—main table...</p>
Mark Richard	Do we have an ironclad agreement are going to be at a seat at the table and be able to give feedback about reopening schools? Are we going to be brought in at the end? We are concerned that decisions are being made and presented with paper and it's going on and on. There are no do overs with this disease. Parents need to figure out what to do. I have an uneasy feeling that we will have to run to catch up.

Jim Preusser	There has been no final decision and/or updated direction from the Florida DOE regarding the reopening of schools for School Year 2020-21. The District will bargain the effects of the decision, but not the decision itself. The Superintendent has asked for representatives at the workforce group. You all will have six people involved. There are four categories and we will be brain storming. No decisions will be made in these workgroups. We want members of CTA involved. It starts next week, Thursday I think. I was told the meeting date today. The four categories are Instruction, Safety, Operations and Workforce.
Wendy Doromal	I sent you names this week.
Jim Preusser	I see the names. The Superintendent has acknowledged that she would like the input from CTA.
Wendy Doromal	Workgroups are great. But, the Superintendent refused to have a committee for budget. We wanted a committee for mental health. We will bargain this. Have demanded to bargain. We have included nurses and other experts. Have asked three times. I want to bargain next week.
Jim Preusser	There have been no decisions made about reopening schools for next year. No word from DOE yet either. We would like your input.
Wendy Doromal	Summer school starts next week.
Jim Preusser	The MOU expires end of June...so what is your concern?
Lucia Piva	<p>CTE issues have not been addressed. The MOU didn't cover everything, we didn't know everything that should have been addressed.</p> <p>To begin our discussion on our Main table proposals. We have three.</p> <p>Article VII Section O and Appendix F are not substantive. They have been TA'd.</p> <p>Article VII Section O (highlighted in the proposal): The language concerning being out for less than 2 hours duty day was May 15 TA. This makes sure it doesn't drop off. See Appendix E.</p> <p>197 days (highlighted in the proposal) needs to be included. This language has been agreed upon. See Appendix F.</p> <p>MOU for Summer Hours for School Counselors. We want the 20 extra duty days. And we want it to be mandatory for all counselors. See Appendix G.</p>
Mark Richard	Our discussion on Article II during the last session. It is a complicated issue. We want to leave it for successor contract bargaining. There is no paper on it. So it's not on agenda now, it is for the future.
Jim Preusser	Are you withdrawing?
Mark Richard	Yes.
LeighAnn Blackmore	There are some corrections in Article II. We withdrew because you were discussing addressing Article II. It is just cleanup, not substantive. Shall we put this language back in the clean-up proposal?
Wendy Doromal	Yes. I have the proposal. We will discuss in caucus.
Jim Preusser	Shall we caucus and come back at 2:55? I'll provide dates and then put in writing.

CAUCUS (From 2:30 PM to 3:02 PM)	
Jim Preusser	We want to talk about TA's. Are you ready?
Wendy Doromal	We need time to look at clean up proposal. We are not ready yet. Mental Health, of course not.
Jim Preusser	Are you rejecting the mental health counter?
Wendy Doromal	Yes. Substitutes "as possible"? We need to pin it down more.
Jim Preusser	The reason it is broad is that we can't cover every scenario. We have some comments about savings. I want to have Doreen to speak to that. I will send you the PowerPoint this afternoon.
Doreen Concolino	You are correct. There are several areas where we are projecting savings. Approximately \$4M. We might not realize that, though. Substitute teacher costs will be saved, but that is at the school level budgets. Travel, fuel we are looking at. I will get some things pulled together for you to look at.
Jim Preusser	The discussion earlier; about summer school specific to what the original MOU said. The MOU will expire June 30. Summer School next week is distance learning. If there is a carve-out for CTE, we can talk about that, since it is so unique. The summer school piece in the MOU talks about CDC guidelines. There is no change in summer school in what is currently happening.
Wendy Doromal	That's good.
Jim Preusser	Dates: I can verbally tell you two dates. I will put in writing too. June 5 in the afternoon and June 11 in the morning.
Lucia Piva	Are you available June 3?
Jim Preusser	No.
Lucia Piva	I can't do June 5.
Wendy Doromal	How about an evening bargaining? Starting 5 pm and up?
Jim Preusser	About June 3, what time?
Lucia Piva	9 to 2
Jim Preusser	Unique discussion to opening schools? Spirit and intent of language based on school re-opening. Summer school are remaining distance learning.
Lucia Piva	How about extending the MOU for whole summer? These additional issues are not within MOU. We would mainly want to address that, i.e. CTE.
Mary-Grace Surrena	School psychologists come back on July 1. The MOU expires June 30. We need some discussion on that.
Albert Davies	And discussion on guidance counselors getting us ready for next school year.
Jim Preusser	We look forward to CTA bringing this forward on June 3. We will take extending the MOU forward as discussion. I need to talk with leadership.
LeighAnn Blackmore	Review: Compliance (clean-up) proposal and include Article II provisions. You haven't mentioned our virtual school counter.

Wendy Doromal	We need to have more discussion with the teachers.
Maribel Rigsby	We need to review the statute about Virtual, and talk to the Virtual teachers about the language, too.
Jim Preusser	I will send you an email with the dates. If you are able to get confirmation for subgroups it would be great.
Wendy Doromal	I would like to know who is on all of the subgroups.
Lucia Piva	I've sent you the list of outstanding records requests.
Jim Preusser	In the future, please copy Leigh Ann on everything.

Appendix A

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 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.
- 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.

1. The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, where possible.

- 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

- 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.
- 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. 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 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.

- 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.

Appendix B

APPENDIX H ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

A. Instructors are assigned in a full-time status to OCVS.

1. Instructors shall have a 7.5 hour duty day within a ~~twelve~~ **thirteen** hour period.
 - a. The ~~twelve~~ **thirteen** hour period shall be from ~~8:00~~ **7:00** am to 8:00 pm
 - b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm
 - c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.
 - d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.
 - e. ~~The administrator may require attendance at one Open House, whether at OCVS or a lab school. Virtual Instructional Personnel will not be required to attend other after hours activities, including curriculum nights or call nights.~~
2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OCVS instructors are to use the planning period primarily for preparations.
3. ~~Virtual Instructional Personnel will be provided with a hotspot or a supplement amount of [TBD] for WiFi/hotspot.~~

B. Preparations are based on the number of instructors and the number of students per instructor. As the number of teachers and students increase, the number of preparations shall decrease accordingly. The parties shall meet annually to agree on the number of preparations assigned to each teacher.

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

1. ~~Virtual School Instructional Personnel will receive the 7th period supplement if the number of students exceeds 180 and/or if they have over 5 preparations.~~

Appendix C

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

This Memorandum of Understanding is made on this ____ day of May 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the roles of Instructional Personnel* as they relate to Rule 6A-1.094121 Mental and Emotional Health Education.

WHEREAS, Rule 6A-1.094121 establishes Mental and Emotional Health Education for grades 6-12.

WHEREAS, Rule 6A-1.094121 provides that:

“School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse.”

WHEREAS, Rule 6A-1.094121 also provides that:

“By December 1 of each year, each school district must submit an implementation plan to the commissioner at MentalHealthEducation@fldoe.org and post the plan on the school district website. The implementation plan must include:

- (a) The specific courses in which instruction will be delivered for each grade level;
- (b) The professional qualifications of the person delivering instruction; and
- (c) A description of the materials and resources utilized to deliver instruction.”

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as “A certified employee of the bargaining unit” and covers all instructional personnel.

NOW, THEREFORE, it is agreed as follows:

- ~~1. Mental and Emotional Health education shall be provided by qualified Mental Health professionals.~~
2. The five hours of instruction required by Rule 6A-1.094121 will be provided ~~online and on~~ five separate days in one-hour increments. **These sessions will be conducted in the months of September, October, November, January and February.**
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by Instructional personnel selected by OCCTA **for the purposes of providing input and feedback for consideration.**
- ~~4. Instructional personnel used as facilitators for the course will not be evaluated during Mental Health course instruction.~~
- ~~5. The five-hour course will not be used for the calculation of the Student Learning Growth.~~

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the Mental and Emotional Health Education. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2021.

Dated this _____ of _____, 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.

Appendix D

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

This Memorandum of Understanding is made on this ____ day of May 2020, by and between the School Board of Orange County, Florida (the District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the application of Articles VIII(F)(2) and X(E)(5) of the parties Collective Bargaining Agreement for the 2019-2020 school year only.

WHEREAS, the State has waived annual evaluations required under section 1012.34, Florida Statutes, for the 2019-2020 school year.

WHEREAS, Article VIII(F)(2) of the CBA provides that:

The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary contract teachers recommended for reappointment.

WHEREAS, Article X(E)(5) of the CBA also provides that:

The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary Contract teachers recommended for reappointment.

WHEREAS, the parties disagree about the application of Articles VIII(F)(2) and X(E)(5) of the CBA but wish to address this year's reappointment process without setting any precedent or waiving any rights or defenses previously asserted or that may be asserted.

WHEREAS, the COVID-19 pandemic is having a devastating impact on many employees and their families. The parties are committed to protecting bargaining unit employees and reducing the strains and uncertainties of these unprecedented times. The parties aim to minimize non-reappointments for the 2019-2020 school year to the fullest extent possible.

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.

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.
2. The parties acknowledge and agree that, given the current circumstances of the Pandemic and the State's waiver of evaluations, all annual contract teachers who received non-reappointment recommendations for the 2019-2020 school year shall be placed in available positions within the District that meet their qualifications and certifications.
3. This temporary agreement shall not waive any rights or defenses previously asserted by the parties and shall not be considered a waiver by the Union of bargaining or of the application of Articles VIII(F)(2) and X(E)(5) upon the conclusion of this MOU; nor shall it be considered precedent as to the application of these Articles.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the reappointment process for the 2019-2020 school year. As such, this MOU does not establish a precedent beyond the time period set forth herein.

Dated this _____ of _____ 2020

For Orange County Public Schools
Teachers Association

For Orange County Classroom

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

Appendix E

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

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.

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.

7. All referrals must be submitted in writing before Audiologists, Behavior Specialists, Diagnosticians, District Staffing Specialists, Mental Health Counselors, Psychologists, Social Workers, ESOL compliance, School Counselors, or Safe Coordinators begin providing services (unless an emergency referral was made by the threat assessment team).

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.

1. **Administrator or District classroom visits will be limited to no more than three (3) team members. A mutual agreement between the teacher and principal is required for a visit by a team of more than three (3) members.**
2. **Teachers will be notified prior to any visit or walkthroughs to be conducted by District Administrators. The notice shall include the date, time, and names of the participants.**

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.

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.

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.

1. Non-classroom teachers may be out for less than two hours during the duty day upon approval of their 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.

O. The student to School Counselor ratio will be no greater than 250:1.

R. Employees shall not receive additional assignments based on being bilingual.

1. Members of the Bargaining Unit shall not be required to translate and / or interpret during meetings. Instructional personnel might volunteer to translate and / or interpret during meetings.

2. Instructional Personnel should not be required to complete students' evaluation in their native language, unless included in their job description.

Appendix F

APPENDIX F REGISTERED NURSES

A. The following articles and sections are not applicable to registered nurses:

1. Article VI, Section Q.6.
2. Article VII
3. Article VIII, Sections A - I., N., Q., R.
4. Article IX, Sections B., C., D., and G.8. and 12.
5. Article X, Sections A., B., C, D., E., H. K.2.
6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
7. Article XV, Sections F., G., and H.
8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
9. Article XVII, Sections H. and O.
10. Article XVIII, Section E.1.

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

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

D. The probationary period shall be for three years, in accordance with the following:

1. During any of the first three years of employment, termination shall be for cause only.
2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.

E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.

F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.

G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.

H. Lead Nurses will receive the same supplement as a Lead Mentor.

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.

- 1. Lead Nurses will be included on interviews for new nurses.**
 - 2. The Lead Nurse will be notified within 5 days of newly hired nurses.**
 - 3. The Lead Nurse to nurse ratio will be 15:1.**
- I. The Board will provide a substitute nurse when a nurse is on a long-term leave.**

Appendix G

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

This Memorandum of Understanding is made on this ____ day of May 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the summer hours and work requirements for School Counselors.

WHEREAS, Article XV(J)(6) of the CBA provides that:

Guidance counselors, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.

WHEREAS, Schools Counselors often have a ratio of 1:500 and tasks over the Summer Break include, but are not limited to:

1. Grade forgiveness / credit reduction
2. Review transcripts that will go to colleges
3. Create schedules for the upcoming school year

NOW, THEREFORE, it is agreed as follows:

1. The parties agree that School Counselors will be provided the opportunity to volunteer to work 20 days over the summer break.
2. The parties agree that the 20 days will be scheduled at the discretion of the School Counselors between the days of June 1st to July 30th.
3. The parties agree School Counselors who work during the summer shall be paid at the counselor's rate of pay set in their primary contract for the school year just completed, as established in the CBA.
4. This agreement shall not waive the Union's right to invoke the protection of these Articles for any other school year.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including

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.

enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This MOU does not establish a precedent beyond the time period set forth herein.

Dated this _____ of _____ 2020

For Orange County Public Schools

For Orange County Classroom
Teachers Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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.