

MINUTES

CTA CBLT

CTA Office

March 12, 2021

In Attendance

Nicholas Anderson	CTA	Farrah Hawkins	CTA	James Preusser	District
LeighAnn Blackmore	District	Matthew Hazel	CTA	Maribel Rigsby	CTA
Doreen Concolino	District	Laketa Jimenez	CTA	Ladara Royal	CTA
Wendy Doromal	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Gloria Fernandez	District	John McHale	District	Stephanie Wyka	District

Additional Attendees/Guests

Lucia Piva	CTA		
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Minutes

Wendy Doromal	Good morning, Jim. Hi everyone.
Jim Preusser	We're just waiting for a couple of your members to join Wendy. Maribel, and I guess Christina, right?
Wendy Doromal	OK, thank you.
Jim Preusser	They're not in the room now. Thank you.
Wendy Doromal	Jim.
Jim Preusser	Alright, Good Morning Wendy. Maribel and Christina are both in the room. All my members are in the room. So I think we're ready to start. Are you ready?
Wendy Doromal	Yes, we are.
Jim Preusser	Can you hear me OK?
Wendy Doromal	Can you hear me? We can hear you perfectly.
Jim Preusser	OK good. So how would you like to begin?
Wendy Doromal	So what I was thinking is we could do the main table issue and we sent you a reply to Article II, like you said we're really close and we were thinking Lucia could go over it if that's OK. It's just a few...
Jim Preusser	Yeah, did she just send it because I don't have it.
Wendy Doromal	And we tried to call you, too.

Jim Preusser	Yeah, I see that she called me about 5 minutes ago but I don't have the proposal yet.
Wendy Doromal	Should we just go over it real quick?
Jim Preusser	Why don't we do this? Let me go over just the small changes that I made. And then we can go from there.
Wendy Doromal	And then we'll do our changes.
Jim Preusser	Yeah, you can have some conversation about it and I'll keep...
Wendy Doromal	Let me open it. For everyone.
Jim Preusser	OK, are you going to open mine? Are you going to open the one that I sent to you?
Wendy Doromal	Maribel, do you have the one Jim sent?
Lucia Piva	I can open it.
Wendy Doromal	OK, thank you. I have so many copies.
Jim Preusser	I understand.
Lucia Piva	Is it big enough?
Jim Preusser	Yeah, I have a hard copy in front of me, so that's perfect. Thank you, Lucia and good morning.
Lucia Piva	Good Morning.
Jim Preusser	OK, so. I think I'll start off by saying I think we're very close on this proposal. Between the parties, I know that, both the District and the Union have made some changes, but I think that both of us have also made some pretty good movement, so I will tell you Wendy I do appreciate the movement in the proposal that you sent back. And let me just explain to you the changes that we made. And I do recognize that you struck through the Labor Management Committee. And if we want to talk about that, we can, but I don't really have any commentary on that. What I will say to you is on Page 4. So if you Scroll down. Under "L". (See Appendix A)
Wendy Doromal	I can speak to that if you want Jim. We just thought it was unnecessary because we meet anyway and we don't need to have language restricting how we meet or outlining it.
Jim Preusser	Well, let me just say this, I know under "L" my position on this and after reviewing it and thinking about it further is, you know, the language that talks about MOUs is important. Because it certainly provides you the opportunity to ensure that that MOU remains in effect until the Contract expires. So, I know in some cases, not in all, but in some cases, we reference the expiration date and I'm pretty sure that every MOU that we've signed has for this year and for the term of this Contract says June 30, 2021. But I think this protects both parties. Again, the language is mature. It's been in there for a while. I think it should stay. I don't think it hurts either party for it to remain. I don't think it's duplicative or redundant in anyway. So with that being said, we put

	it back in there because we believe it should stay. So that's our position on that one.
Lucia Piva	May I ask you, Jim, on this one...
Jim Preusser	Of course.
Lucia Piva	About the first sentence that was added back in with intent on that one as well.
Jim Preusser	During the term of this contract is, I'm just going to make sure, recognize that events may arrive arise which require mutual interpretation or modification to this Contract that does not constitute substantive changes to salary or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or an MOU. Yeah, so I think, my point around that is if there's something that is separate and distinct that either party wants to talk about relative to, let's say for example the Union says, well, hey, I'm making this up, but let's say the Union comes to us or we notify you and we say hey, we're going to implement a new change. And you come back to us and you say, well, I understand that you want to make the change, but legally we have a working conditions change. We would like to bargain the effects of that change. So that would be separate and distinct from what the contract says. And if we enter into an agreement in an MOU that I don't know, provides an additional supplement or we do something relevant to wage or something different. That would certainly be covered under this language. Does that makes sense?
Lucia Piva	I hate to make you repeat yourself, but I was writing something down and I think I missed the gist of it. So are you saying that the parties can enter into agreement that may have an additional supplement or another working condition, or that they are limited?
Jim Preusser	Yeah, what I'm saying is if we, because we've done a lot of effects bargaining between the parties. If we notify you, because remember, we're going to under the law, we have to notify you anyway when we are making a change. If we notify you of a change and the Union believes it requires impact bargaining. Then one of those opportunities would be for the Union to come back and say, hey, we believe "x". So, I think one good example of that would be the mental health curriculum. We talked about that, that was effects bargaining. We made some changes to that and then we entered into an MOU. The MOU expires at the end of June, but it allows the Union to have something of substance outside of what it actually says in the agreement. So this language here, I think, protects both parties to allow that to happen. That's one example. But I don't see, how do you see it to be problematic or detrimental for the union?
Lucia Piva	I just think that if we have the language in there that says... And disregard the expiration language in the second sentence. I'm only talking about the first sentence right now. If we were to strike through the 1st sentence and have it read, the parties are authorized to enter into a settlement agreement or an MOU expressing interpretations or modifications of this agreement then, I think that suffices, right? I think that the other language is just superfluous,

	<p>so everything that you said the party would be able to do would be permissible under the second sentence to... So I'm trying to what part of what we were trying to do here and if we publish in several areas just take out language that was kind of extra and we know Chapter 447, which again is what will be governing all of bargaining anyway, right? Always, already contemplates that.</p>
Jim Preusser	<p>I understand what you are saying, Lucia. But, I think the part that speaks to does not constitute substantive change in employees salaries or benefits. So let's use the mental health curriculum as an example, right? There was discussion about and the Union proposed several different things. We didn't necessarily come to an agreement on some of those things, but the Union had some proposals relevant to some supplements that they thought were appropriate for their membership. And so, while it may not constitute substantive change, it did allow for that discussion to happen. It did allow for us to at least enter into discussion and potentially we did agree to an MOU. It didn't necessarily have all the things I just don't think it harms either party for that language to stay. If you know, I don't think it's been problematic, and I don't think we've ever had my understanding, and LeighAnn can correct me, I don't think we've ever had a grievance about this language.</p>
Lucia Piva	<p>Yeah, so my concern is that just what is substantive changes. It might be, you know, open for interpretation, and I don't think that it necessarily is, but I don't want to open the door for anyone to try to have to discuss that or how to figure out where it falls, so I'll give you an example. When we were working on the health and safety MOU, there were certain provisions in the MOU...and at one point it was the District's position that this language did not permit the party to agree on, well, specific subjects. Ultimately, we worked out and we entered into the agreement, right? So it was worked out and it was fine, but it just it seems like a hurdle that may be unnecessary when the law already, you know parameters that we look at and cannot be entered into and then in terms of an MOU and already had you know this sentence is already there, we're not striking it all together. But I think we're clear on what your position is, so let us go and talk about it in in our caucus, after you present it and we'll see where we.</p>
Jim Preusser	<p>Yeah sure sure, yeah, and again I think my point on it too is and I spoke to this in the last session. Is we want to make the language as unambiguous as possible as crystal and as clear as possible, and I think if I was someone looking at the contract. Again you're an attorney, I've been bargaining a long time Wendy's been bargaining a long time. Not everyone understands the intent or the spirit behind the language, and I think this language for me, if I were to read it for the first time, it makes sense to me. It makes sense and I understand why it's there, and as we continue to read through it. Again, if I, were looking at it for the first time, I would say OK. I understand why they have a memorandum of understanding and it also allows me to do so. Because somebody could ask, a member could ask, a principal or one of our administrators could ask, why do we have an MOU? So why do we have so many memorandums of understanding between the parties? Well, this</p>

	language allows that to occur, so I think one is, you know, when it doesn't constitute a substantive change. So I think that for us that's where we are and we can keep talking about it if we need too, but I don't think it harms either party.
Lucia Piva	OK.
Jim Preusser	Thank you, thank you, if we keep going down actually under... Alright, we didn't have any changes to any of the collaborative operating procedures and guidelines that's all struck through and agreement called out. Where we get into the next change was on Page 7 under #5. This has to do with the Budget Committee. And so, and by the way we did, we did agree with the change there that said bimonthly beginning September 30. I know that was your change. We didn't have a problem with that. But the language that you added under #5 is problematic for us, let me explain why. It's very broad and it is also burdensome, very burdensome, over burdensome in my opinion for the District and it's voluminous. I mean, if you think about the language and how it's written there. That means that anytime the District creates a document or sends or shares information with a state agency. We simultaneously have to ensure that the Union has that same information. That's a problem for us. And so, we believe that there's a couple of different avenues for the Union to obtain this information that they follow today. One is through the board meetings that we have, our Chief Financial Officer and his team, the Office of OMB. They do subsequent and substantial and comprehensive updates all the time in the public forum. And that information is public and made available all the time. That's number 1. Number 2 is if the Union is looking for something more specific that potentially is not shared in that forum, the union can do a records request, which you do regularly. So I think this is and again, it's too broad, it's over burdensome, it would require a significant amount of information, and I use the phrase voluminous because it's a lot. So with that being said, it's not something that we can agree to, but we did add for either party participation in the committee does not waive any bargaining rights for either party, so to be consistent with the other sections of the agreement. So that, those are the changes that we have. Other than that, I think that we can get agreement to move to the collective bargaining structure. Thank you.
Lucia Piva	Wendy, why not take a caucus to review what Jim is saying.
Wendy Doromal	We could take like a 10 minute caucus before we present ours and Jim you could stay in this meeting.
Jim Preusser	Sure, we 'll actually take a 10 minute caucus and then you can get into some of the other topics as well, that's fine. When we're done, when you come back?
Lucia Piva	OK, we'll be back at around 10:25 then.
Jim Preusser	OK, sounds good. Will join back and we're going to leave. So if you guys want to stay, you can stay in this, we'll leave the meeting. Thank you.
CAUCUS	
Clinton McCracken	Wendy, I think you're muted.

Wendy Doromal	Thank you, Clinton. I just wanted to say to any participants who are on this call, or on the Zoom, that it's also broadcast on Facebook Live and participants can watch, but they're not allowed to ask questions at the bargaining session. Thank you. But thanks for coming and we appreciate any feedback so.
Jim Preusser	All right Wendy, we are back and Maribel is back in the room.
Wendy Doromal	All right?
Jim Preusser	I think we're good to go. Were you gonna send us something? Looks like, OK.
Lucia Piva	I sent it over, have you? I sent it to you and LeighAnn just now, couple minutes.
Jim Preusser	Give us one second to send it to our team.
Wendy Doromal	Perfect, and then we can put it up on the screen.
Jim Preusser	And that's it.
Wendy Doromal	Did I allow it?
Jim Preusser	That would be fine. Give us one second here and then. Yeah, I think with the Internet here it's a little slow for us to get it. So give us one second, OK?
Wendy Doromal	Jim, is the Internet slow?
Jim Preusser	Yeah, it's a little slow. We just got it right now. So we're just refreshing our screen. It just came across. Give us one second, we'll send it to our team and then we're happy to hear what you want to discuss. Yeah, I just got it, but LeighAnn received it before so she's already put it out. It may take them a few minutes to get it. But let me...
Wendy Doromal	It's only a couple of things.
Jim Preusser	Yeah, now that we have. Go ahead.
Lucia Piva	So I'll just go over it and then anyway we need more time to look through it once you receive it. So the changes in the first paragraph aren't intended to be substantive or change the intent at all. The first one is just the parties agree, not agreed, it's that's how the language said agreed, but we think it should say agree in the current CBA. And then, I think at some point this highlighted portion dropped off inadvertently. We're OK either way, whether it's in there or not because we know of course is that section according to Chapter 447. Also, any current precedent or the body of law that accompanies 447 will provide, but that's what that language is? That language is in the current contract is not language we need added. (See Appendix B)
Jim Preusser	I understand.
Lucia Piva	Yeah. In I, section I. This highlighted part stayed on from when it was limiting to five subject matter experts as per bargaining session, so it's just a correction, it's again, not intended to change any of the substance of this.
Jim Preusser	Yeah, I see that it says of each respective bargaining committee.
Lucia Piva	Yeah.

Jim Preusser	Maybe it should say to a bargaining session.
Lucia Piva	Yeah, that would work just....
Jim Preusser	Same here.
Lucia Piva	...what occurred tied to the five?
Jim Preusser	Yeah. That's LeighAnn's suggestion, so we'll find out the same 2A.
Lucia Piva	OK, let me let me just do it in real time because I think.
Jim Preusser	Yeah, that's fine. That makes sense. We don't have a problem with that.
Lucia Piva	We've agreed to adding back the language regarding the MOUs, with the understanding that the intent of both parties is that they can then enter into any agreement that is allowed by the law. So this wouldn't limit, everything in this article is guided by what 447 allows and prohibits, so this wouldn't limit that in any way. So that would be the intent and the only thing we've changed is in the last sentence. We're fine with, if the MOU is silent as to when it sunsets then this would apply, but then if the parties agree and it's shorter or longer than what is contemplated by this language they are entitled to...
Jim Preusser	Lucia, let me let me make a comment. You're saying that it's silent on the sunset, it's actually not. It says if such are entered into during the term of this contract, they will remain in effect until expiration of contract, so I don't it's not silent. I think it's pretty clear.
Lucia Piva	No, I'm saying if the MOU for let's say the contract expires in 2023 I'm making it up, and the MOU sunsets in 2022. Right, this would, there would be a conflict between what the MOU says if the MOU has express language in it and says that it expires in June 2022, then there would be a conflict between the language of the MOU and this language under, I think it should be K, we'll check the lettering.
Jim Preusser	So yeah, maybe it should say mutually withdrawn or agreed.
Lucia Piva	That would be fine too.
Wendy Doromal	That's good.
Jim Preusser	Let me make a quick comment about duration of the contract, because here you're speaking to. I know in the past you guys have had under duration. It might be like a three year term. But when we look at this language, if you go back to the top of the language when we go on page one where it speaks to the parties agree to implement a collective bargaining process. And it speaks to the section that says either party is entitled to reopen the contract each year, for the purpose of negotiating up to three additional articles so. Obviously salary and fringe benefits those are automatic. But what I would say to you is the section that the sentence right after that talks about annual. And so under duration I know in the past, we've had longer term. But is it your position that the duration would then be changed to an annual?
Lucia Piva	No, it's quite the opposite. The duration of the whole contract will stay as is. These are just reopeners for those particular subjects.

Jim Preusser	Are you saying that the agreement the duration portion would be for longer term? And the Union would have the ability to negotiate any section of the contract once that expires.
Lucia Piva	Either party up to two sections. And the duration would be typically there three years, right? So that would not want to change it with the contract will be in effect three years. So when you say reopener you're talking about. The contract is closed and you're just opening it for the purposes of the negotiating one section or no sections at all. Salary, and fringe benefits is, you know, automatic, but the parties don't have to open anything else. We have the discretion if in the duration of those three years something comes up that they want to talk about each party is entitled to reopen up to three additional articles other than salary and benefits.
Jim Preusser	OK. I understand that I what I'm saying is you initially said two. It's 3 additional articles.
Lucia Piva	Yeah, I agree. I mean, we want by important and I just want.
Jim Preusser	Yeah. But when we talk about the duration of the agreement, I just want to be very clear about this. Make sure that we understand your intent. Because when we say either party is entitled to reopen the contract each year. OK, for the purpose of reopening up to three additional articles. I just want to make sure that the Union understands that by putting this language into the agreement, both parties, either party, each year of the agreement, whether the duration says three years, one year, whatever it says, can only open salary, fringe benefits and up to three additional articles. Are you in agreement with that?
Lucia Piva	Yes, that was the proposal.
Jim Preusser	OK.
Lucia Piva	And then to the extent that nothing is open or nothing is changed, the contract remains status quo. So it says that neither party decides to open any of the articles for the parties or reach an agreement in any other reopened article.
Jim Preusser	OK, I just want to make sure we're clear on that because it's for me, you know, as we get into these additional articles, so you know, essentially we could have a total of eight. OK, you could have 3 additional articles, I could have three additional articles and then obviously we have wages and benefits, right? So we could be, if we look at the totality of everything, Lucia and Wendy, we could be talking about eight different proposals between the two parties. Does that makes sense?
Lucia Piva	Yeah, yes. And then every three years you have your successor negotiation. But each year, annually you can reopen up to three each side. In total it could end up being eight because two are automatic and each party gets three.
Jim Preusser	There's no reference to successor, that's why I'm asking the question, but doesn't.
Lucia Piva	That's in the duration article and in the law.

Jim Preusser	It does not. It doesn't say that in the duration article. Doesn't speak to that, so I would want to be very clear about that because that's why I'm asking the question. Because there's no language, and maybe that's something you guys can talk about. But there's no language in the contract that speaks to successor, and in other contracts that I negotiated and certainly I've been a part of, if there's something that is specific to that, it would be brought forward, or certainly incorporated into the actual agreement itself. So that is clear.
Wendy Doromal	So we can clarify that certainly.
Jim Preusser	OK yeah, so we can talk about that. I just. I don't want there to be any misunderstanding or misapplication of that. And you know, I think we're fine with, you know, certainly that first paragraph is where it needs to be, but if there's something beyond that that the Union wants to clarify, I certainly would want to clarify it for the District. So that you know 10 years from now, if we're not sitting here, everybody understands what that means.
Wendy Doromal	I think that we can do that.
Lucia Piva	Yeah, we're happy to talk about it, so I'm looking at the duration article and it does have obviously you know the duration and it's effective from the date of ratification through a date certain which in this case I get this contract was three years and so it does have that and obviously the law dictates what happens when this contract expires. We are happy to add a clarification to it. I think that would be helpful. As in that you know that before the contract expires, the parties need to negotiate a successor, and until the parties agree to a successor the status quo remains.
Jim Preusser	Yeah, and that's under the statute, the status quo.
Lucia Piva	Yes, exactly correct.
Jim Preusser	Uh, there's that. But again, I think with a purpose, and I said this last session, I'll say it again. Think I said earlier is. We understand what Chapter 447 says, but not everybody understands that. And again, the contract is for the purpose of it, the membership, our employees, your members, but also my administrators, my principals. They need to know what that stuff means. They're not going to go to Chapter 447 to look it up. They're gonna go to the contract. We always tell him. Go to the contract, go to the contract. What's the intent of the language? So I think if there was some language in there about successorship, it might help. It might help.
Lucia Piva	OK, we'll do it.
Jim Preusser	I appreciate it.
Lucia Piva	The final thing was in page 7, paragraph 5. And I will let Wendy and the bargaining team explain. And the change, I'll give the change and then all that when the other team's thing instead of having it then be simultaneously receiving information within 10 days.
Wendy Doromal	OK, so. What I want to say here is that these Budget Committee meetings have been ceremonial and not really provided a lot of information that we need. In fact, even when we asked for additional information to be brought to the next

	<p>meeting, it wasn't. And that was two years ago when the last meeting was held. So that's why we put in that if you share any budget information that you copy us, it's not hard to copy one person. You could if you send something to the state you put CC to the Union. Other unions do that, and they're very open with their documents, but it's not like it's a difficult thing to do. Also, our experience with this District is that we feel stonewalled as far as budget information and we have to go through such a difficult process and pay such a huge amount of money to get those records. You know, we're getting records like, for example, our records request that we paid over \$2,700 for we got about 10 pages that even were relevant to the request, and the rest took two days of our staff time to go through. And weren't even what we asked for, and we paid so much money so. We're thinking that it is not hard to be copied in what can be emailed to just copy it or give us a link to the information. Certainly there has to be a link for other people to be able to access.</p>
Jim Preusser	<p>Thank you, Wendy. I can certainly understand your position. However, I think it's still burdensome for us. But 10 days that's pretty burdensome, so I'll take it under consideration. We send a lot of information out regularly, daily, and so I just think a description, a proposal that identifies a certain number of days in reference to this information. This is a lot of information. Financial documents is broad, documents regarding expenditures is broad. Those are all very broad and over breadth.</p>
Wendy Doromal	<p>OK, so then maybe we could narrow it to what you send via email to these agencies and you can just copy us and it's not burdensome to do that at all, you know.</p>
Jim Preusser	<p>I'll let you decide on how maybe you want to reword it and we'll consider it, but I just, you know. Again, I think it's difficult for us to do that. Based on the proposal, the way it's written today.</p>
Lucia Piva	<p>Well and Jim we're also open with suggestions, right? Because it's your position that it's over broad, right? We maybe don't understand the logistics of how these things are sent to be able to come up with a counter that might make sense to you guys. So if you think of a way that the Union can get the information in a timely fashion without being overly burdensome to the District and then we're happy to consider that our counter was instead of having it be done simultaneously, to give the District some time. But if that you think wouldn't work, then please let us know. You know, instead of striking through the language completely, please let us know what you think can be done. We're up to see if you can get it.</p>
Jim Preusser	<p>I guess my question is when do you when you use the word stonewall? What does that mean? Like can you give me an example of? What that means here?</p>
Wendy Doromal	<p>So for instance, at the last budget meeting, I asked for specific documentation and was told it would be at the next budget meeting, but it wasn't. It wasn't provided and so it's very hard for us to ask and did not receive stuff and then have to wait, wait because it delays. Well what information we need to make a good decision as far as wages or any other expenditure, salary or insurance or anything. It's important for us to be able to have information without</p>

	<p>having to ask for. Another thing, I want to say is that with records request there is a big lag of time and I think an unreasonable delay. So when we ask for something that we know you already have that document, 'cause maybe even human resources produced it. It shouldn't take a month or two months to get it. You have it, you know. So I think the delay and the amount of money that we've had to pay to get things that are, other unions are privy to, you know, immediately. I think it's hard, it's hard for us and we're trying to represent our members, but we don't have information that we need to make a really sound decision a lot of the times.</p>
Jim Preusser	<p>So OK, thank you, Wendy. So what I was gonna say around that is a couple things. One, as far as records requests are concerned, we get thousands of records requests and the department, or the records team, does work on them very diligently. So I understand there might be a delay, an unwanted delay by the Union, but they are working to get those records filled, records requests filled. Two, as it relates to financial data or financial information that you need to make a decision. You guys always provide us with the request for information, and I think that, well, maybe sometimes it may take a little bit longer for the District to provide a response, we make every effort to provide that information. As I stated a couple of times, including, and throughout the last several years is we work with various departments. So if there's a question about budget or finances, obviously we go to the Office of Management and Budgeting, for that and so we talked to them. We get the information. I have a couple of members on my team, Doreen Concolino is on my team. She works to get that information. And you know to get that information as timely as possible to be. So. You know, I, I think I understand. But let me let me look at this proposal that you have. There is something that I have an option we could put the counter, I'll provide it. But I will say the way it's written today and just the broadness of it is I think it's too broad, over breadth is going to cause problems for us. And then I think the Union's position will be when we don't adhere to this, you're going to file a grievance. I mean it, it's gonna put us in a bind. I don't ever want to put the District in a bind where we cannot even come close to meeting what's requested here. I can't do that in good conscience, and I think the Superintendent would say I cannot do that. It puts us in a bad position and we don't have to do so. Again, we'll look at it further and we'll both lose.</p>
Wendy Doromal	<p>Or maybe you could modify it to how it would work for you and just in good faith you could include the Union without having language in a contract. You know we could do that, and then you wouldn't have a grievance you would just be doing something helpful you know for the employees, they're your employees, too, you know.</p>
Jim Preusser	<p>I understand your position when you, I'll take it back and have some further discussion about it, OK? Is that the only sticking point really? Besides the successor discussion and the duration? So I think the successor discussion and the duration go hand in hand obviously, so I'll let you guys address that. Again, I'm sure there's a proposal that you will be able to think about with respect to that, but I just want to make sure it's crystal and clear about what</p>

	that means, and the intent and the spirit behind why we put it in the agreement, OK?
Lucia Piva	Alright, and one more thing about this counter proposal is we accepted the for either party language, that you added. I highlighted in now on the screen so you can see.
Jim Preusser	Very good. Alright, so Wendy. I think we're done talking about this. So how would you like to proceed?
Wendy Doromal	And the only other thing that we will want to be discussed at the main table at the next meeting is insurance. So we heard, I was at the Fringe Committee. I understand it's the District's intention to raise insurance premiums, so we're requesting that Beth Curran and Dale Kelly attend the next bargaining session to discuss insurance and budget. So when you did that, when the District presented insurance increases at the last fringe meeting, we feel that that moved it from the committee discussion to main table discussion and our members don't, you know, aren't gonna speak on that as members of a committee, that's, uh, a bargaining team discussion.
Jim Preusser	Yeah, I don't think there's been any recommendation from the Fringe Committee to leadership about any of that. In fact, if there was any discussion about that that would have to be authorized by the Board and I can tell you that that hasn't even happened.
Wendy Doromal	OK, so I just want to say that at the next meeting, bargaining meeting we request that that Beth Curran and Dale Kelly come. Because absolutely I attended the meeting and we have two people on this team who attended the meeting and there was much talk about insurance premium increase, and just for the record, you should know that CTA will not endorse it at a committee meeting, our committee members will not endorse or create an increase.
Jim Preusser	OK, I understand. I'm not going to invite Dale and Beth Curran when there's no proposal even discussed. We don't even have a position on that. I wouldn't even be able to answer any questions for you because neither the Superintendent nor the board have had any discussions about that. So I don't what it is except.
Wendy Doromal	So I think it would be beneficial for the District team to have copies of the PowerPoint that was presented at that Fringe Committee meeting so you understand what I'm talking about, so maybe we could send it to you if you don't have it.
Jim Preusser	I can get my hands on it.
Wendy Doromal	OK, I think that's really important. Because our team has it. Every member of our bargaining team has it.
Jim Preusser	I'm just saying it's a little premature to get into that discussion. Because I mean, if I gave you a proposal around something like that, I can see why you would want those people there to discuss that. But I have had no discussion about that with the Superintendent and/or the board, I can tell you that for a fact. So

	until anything or something like that will be authorized I don't have the authority to even get it.
Wendy Doromal	OK, interesting.
Jim Preusser	So I think LeighAnn wanted to make the comments and she was at the meeting.
Wendy Doromal	OK, and then Mary Grace might wanna talk you know or Megan is here, go ahead, yeah. Right?
LeighAnn Blackmore	So what was discussed was where we are currently financially and the fact that there's a projected shortfall. Then at the end of the meeting, we asked that they go back and show us what would it look like if it was a premium increase only? What would it cost with the one option that Beth just showed, which was a 9.6% increase taken by the board with some plan design changes? And what would it look like if we did a 0 premium increase and did just plan design changes. To give us A starting point to talk as the Committee to make a recommendation. So there's been no decisions, the only thing that's a fact at this point is that we have a projected loss for the coming insurance year of 13.1% or \$31 million. And then there's an additional some additional dollars. I think the grand total was \$55 million. I don't have my notes here, but Mary-Grace can perhaps confirm that dollar figure. That's what was discussed. It wasn't that there was an absolute decision, but the fringe needed to make a recommendation. But Fringe needed more data. And so the April 4th meeting we will have, hopefully that data and in fact we committed to get it to the committee members on Monday. So they had time to review it and figure out questions.
Wendy Doromal	Yes, thank you. I was at that meeting and it's Deja vu for us to the previous two years ago when it started out like that, that there would be a projected shortfall and all that stuff. So that's why I'm being very cautious and I would like to...
Jim Preusser	We understand Wendy, we understand, I think. Again, I think it's premature to get into that discussion again. There's been no...
Wendy Doromal	Well, I'm glad it's premature 'cause we get deep concerns though.
Jim Preusser	Wendy... I say that, very respectfully, in the fact that there's been no discussion with the Superintendent or the board about that. Of course we're going to Fringe for me because that's what the contract calls for in terms of your right to bargain the benefits of course you have the right to do that. I just don't have. All I'm saying is if I invite those people in the meeting, they're not going to have anything to share around that because we don't have a proposal around it and that hasn't been discussed again with the people that have the authority to do so, so, that's all I'm saying. Go ahead, let's keep going. What would you like to get?
Wendy Doromal	So the next part of our meeting is impact bargaining. And the first thing we wanted to discuss was summer school and extending the MOU and we feel it's really important to extend the MOU to protect every teacher and every student. And we know we heard Dr. Vazquez speaking on NPR that the

	<p>protections would remain in place for summer school. We would like written assurance, the District is opening all the doors to not just remedial and recovery students this year, but to every student in the District who wants face-to-face summer school. And we still are not sure about variant viruses and how that will impact the ...and we still don't know if vaccines even can protect against all variants. And I listen to the medical advice from Washington DC every single day and keep up with it, so I'm trying to stay on track and everything looks more positive but still we have to protect our teachers and students and teachers may be better off, you know, if there's protections for them, to take two months off to recover for their sake of their mental health and physical health, because they just will have been surviving the most difficult year of their career for most teachers. It's been a ride. So what they want to know and what they need is assurance that the agreement will be extended to protect them and that's all we're asking to do is to extend the MOU and give them that assurance. So we can tell them, yeah, it's safe for you to teach summer school. (See Appendix C)</p>
Jim Preusser	<p>Thank you, Wendy. Well the District... I had a chance to speak to Dr Jenkins about this, the District is very interested to hear what the Union believes should stay or should go in the actual MOU. So, let me give you a couple of examples. We, too, believe that the health and safety of our employees, your members is the most important thing, right? So I think there's a whole host of items in the MOU that would need to stay. If we extended the MOU right, until the end of July. But another thing is I think there's some things that potentially could be omitted. So, as an example, LaunchED. Those references to LaunchED is not to be over the summer, so all that language could be removed and there's some other things, but as a first example, I think that's something that we could probably agree on that we need to be removed. So, here's what I would like to do. You know, I would like to I know you know its the middle of March right now. For our next session, what I'd like to do is be able to come back and show you some things that I think need to be removed. So, we're certainly not closing the door on the extension and believe that we could do an extension, but there's just some things in the MOU that would need to go be removed. And I think we could probably agree on.</p>
Wendy Doromal	<p>So let me just say this, we can go through the MOU after this meeting and strike out what we think and get it to you. Because we don't think we should be putting this off, because teachers have to make a decision and we've heard from many teachers that said unless there is an extension of the MOU or some in writing provision that their safety will be protected they're not even going to consider summer school 'cause they've just gone through a year and a half like 10 years in one year, so...</p>
Jim Preusser	<p>I understand. And the Superintendent understands that. And again, I think we're open to it. We can meet. We could certainly come in agreement, extension, there's just some things that some provisions in here that don't belong, so when I look, I have that MOU in front of me. But when I look at things that speak to LaunchED@Home and you know the whole section of that evaluation you know that stuff and even when it starts, maybe with training</p>

	so that stuff might be able to come out, but everything before that. And maybe there's some exceptions or some things we could actually come out as well, 'cause remember it's voluntary and a few points. You know, some teachers may have some concerns about volunteering if they don't believe there's some things in place to ensure that they're going to be safe. So we can understand that, and I think what we're going to do is, I'm going to take this back and make some changes to it and I'll try to get you some changes so that you can see it and then maybe you can look out for that document or you can have your own, obviously for us to start the conversation.
Wendy Doromal	Right, OK, we certainly will and will send you what we think should come out. I'm not even sure maybe there might be something that has to go in. Because it is summer school, I don't know.
Jim Preusser	Well, potentially, maybe under the duration.
Wendy Doromal	Yeah, we can look at that too.
Jim Preusser	Again, we're not, we are not opposed to the idea. We think it's a good idea to ensure that the health and safety components remain and we will look at the things that we think don't belong in it.
Wendy Doromal	Thank you. OK, so the next thing we had was a high school initiative. And, at the last meeting you said that Dr Border and possibly principals would be here. We also sent you a bunch of questions. I'm not sure if you have responses today, but this is an issue that needs immediate attention. Aside from the fact that there's impact to teacher working conditions, as parents and teachers, we want to consider the benefits and safety of the students who would be in the pilot program. So some of our concerns are transportation, how they'll get home safely in the dark, security, having nurses on campus up to 7:00 o'clock at night. Do we even have them? Equity for students who are in ESE and special needs programs to make sure that there is no discrimination or children left out and other issues. So, it appears from our meetings with teachers, and we did hold meetings with teachers at the three pilot program schools, to see what was happening. 'Cause of course we didn't hear about this till the school board meeting, so it appears that this was a hastily created initiative. And of course we weren't notified which we consider bad faith bargaining and an unfair labor practice. We learned the following from our meetings and I want to share that. We learned that at Windermere a teacher appealed to the principal in an email asking for more time and more information, and he replied they didn't have time, had to be done before December 18th the vote. We got two notices that were put out to teachers that suggested this was vetted and endorsed by CTA when we hadn't even heard of it and one of them said, "Per CTA guidelines teachers are being asked to vote and it went on. And the other emails that came from administrators "We will be voting on the CTA proposal this week" and that gave teachers the impression that we knew about it. We had endorsed it and it came from us and that was not true. And it was deceptive. CTA knew nothing of the this pilot program. At one school we spoke to the AR and the FAC chair at Evans, who said the FAC had no involvement at all in the vote, was not even

	<p>consulted and had little knowledge of the plan. So they didn't see the questions, didn't have involvement and shockingly, then we saw on Channel 9 the principal of this school went on and lied and said that the FAC was involved. And then at another school teachers received a passionate email from the principal suggesting if the teacher at East River cared about students they would support this plan. So, at every single school we met with the teachers we met with, they had dozens of unanswered questions that showed that there wasn't a solid plan given to them before they voted, and no information on how they would receive their choice. And they were all told that they would be allowed to have a choice, if they didn't want to work at 7 at night, they wouldn't have to. So they said it doesn't make sense 'cause who would and it's deja vu for them because of course teachers were told they'd have a choice too initially for you know for COVID school layout of in school or hybrid or virtual and then it switched to preference and they're saying "Oh my gosh, how are we even going to have a choice?" And it seems to be a mess. But we come here today with an MOU that we'd like to share with you that we think we, because we care and we want kids to have a choice. And we want teachers to have a choice. But we want it to be done in a way that doesn't violate our contract, it doesn't hurt teachers, it doesn't pit teachers against teachers and gives them the choice if they want you know to adopt a solid plan, that's totally solid that they could, though maybe we see. (See Appendix D)</p>
Jim Preusser	Let's hear it. Let's say then this time, yeah.
Wendy Doromal	Yeah, OK, we put it up for you.
Jim Preusser	Yeah, sure. But like yeah, if you can, you can send it to us after that.
Wendy Doromal	OK, yeah we would like to go over it right now in this meeting.
Jim Preusser	OK. I know. I mean, you can email it to me after you share, right?
Wendy Doromal	Oh sure. Well.
Jim Preusser	<p>Yeah. I mean, I would just say Wendy, you know one thing you know this contractual language around the fact that the advisory committee you're stipulating that we violated the agreement 'cause you filed a grievance? Right, yeah, so we have the grievance is being processed at the moment to address that. But what I would say is some of the information you shared today is new. First time I'm hearing it, but I would like to see your MOU and I can certainly take it back to Dr. Border Dr. Vazquez, let's look at it.</p>
Wendy Doromal	OK, and Jim I did say some of the information I shared today did share it in a more general way at the last bargaining session. But you're right, I didn't have specifics.
Jim Preusser	Yeah. That's OK, I wouldn't expect you to have them all at that point, but it did for me to know that, but let's hear your MOU. Go ahead we'll listen.
Wendy Doromal	OK, this is there. So Maribel do you want to go over it or did you want me to? OK, no, generally this is just an MOU, and the purpose would be for an agreement regarding the high school 2021-2022 pilot program and the voting

	requirements before its implementation. And as you know, I know you cited an article in the contract, but that doesn't apply because that Article states that when you vote on it expires at the end of the school year and the teachers voted some in December, some in January, and that would mean it would expire in June. So you can't use that article. You need an MOU.
Jim Preusser	Can I make just one comment about that? The comment I would make is that yes, it's for next school year, but the planning, it does require planning. You wouldn't be able to do a vote or to have that conversation through the Faculty Advisory Committee at the beginning of the school year.
Wendy Doromal	But you violated contract language by...
Jim Preusser	We wouldn't have enough time to plan...
Wendy Doromal	That's why you can't do it 'cause that specific article doesn't allow for you to vote to the future. So, can we argue about that later and go on.
Jim Preusser	Yeah, I'm just making a point. It's not arguing, I'm just making a point. Go ahead.
Wendy Doromal	So, this states that OCPS wants to implement a proposed pilot program expanding the school day for students at certain schools, including East River High, Evans High and Windermere. And so, we want to agree that OCCTA and OCPS will implement the voting process established below. The parties agree that an informational virtual question and answer session will be scheduled for all instructional personnel in each participating high school. We think this is important Jim, because after meeting with teachers, they weren't all invited. Then I'll have a question and answer session, so we think it's important for them to make a sound decision.
Jim Preusser	You added the word virtual, the word virtual is not in there but are you going to change that to say it? So you said virtual informational session.
Wendy Doromal	It says, I'm sorry I can't see good. The parties agreed that an informational virtual to be held virtually question and answer session will be scheduled, OK.
Jim Preusser	Thank you, go ahead.
Wendy Doromal	You're welcome. Each informational session will take place on a mutually agreed upon date and time at least one week before the voting takes place. The faculty will be invited to submit questions to the administration prior to the session an additional follow up session will be scheduled to take place prior to voting. If all questions cannot be answered at the initial session, a representative from the Union and the District will monitor the process and will receive all documents and communication, including all faculty questions. The District will respond to the Union's questions submitted on February 26, prior to any scheduled session, and going down, for each school a detailed written plan will be presented to the Union and to all faculty members. The Plan will be emailed to CTA and every faculty member at least two weeks before the voting. A detailed plan will include, but not be limited to the following: the draft bell schedule, indicating starting and ending times for class, passing time and meal time. A detailed explanation, and I say that

	<p>too Jim because I want you to know, too, I wasn't privy to this at the last bargaining meeting, but we did learn at one school, teachers did understand that their meal time was shortened and because the bell time was included, so that's why we thought it was important to be clear to the teachers. And a detailed explanation of how each instructional personnel will be scheduled at the time of their choice. 'cause in each of these schools they're told you're going to be scheduled at the time of their choice. Lucia could move down. Thank you. What they're doing with all non-classroom personnel including media specialists, guidance counselors, Deans, safe coordinators, nurses, psychologists, social workers, speech pathologists, Mental health counselors, testing coordinators, etc. How would they have these scheduled? We're also concerned about supervision and having nurses there for anyone who would need medical treatment. If they selected the later afternoon thing, I mean evening, up to 7:00 o'clock at night, administration of any state or District required student testing how would that work? Conducting evaluations in an equitable manner and I mean, teacher evaluations. Student supervision if split schedules are allowed. For instance, if a student picks English at 7:00 in the morning and history at 6:30 at night, do they have to leave campus? If not, where are they at campus and who is supervising? Scheduling electives, including band, choir, art and technology courses and that those type of electives. A lot of teachers had concerns about how do you schedule sports and athletic practices and events? And other teachers mentioned attention to ESE and special needs students because there might be only so many teachers that are qualified to teach them and they might select a different time than the students selected. Visitors to the campus and classroom. How would that be dealt with? Scheduling adequate substitutes? Substitutes late at night might be more difficult. Planning time and common planning time. How does that work? Conducting PLC's, faculty and other meetings. Conducting parent-teacher conferences, IEP meetings, 504 meetings and other meetings. Scheduling of FAC. Student placement and other committee meetings. Early Wednesday, we have new contract language that allows teachers to leave on certain Wednesdays, Bright Futures eligibility and volunteer hours. Access to copy room, teacher lounges and Media Center for those working at night. Participation in field trips and other extracurricular activities. Participation in Co-Curricular activities such as concerts, recitals, and art exhibits and other pertinent information that provides answers to union and faculty questions and concerns. And then 4th, voting will be conducted by two representatives designated by CTA and two representatives designated by that should say the District, I'm sorry Lucia. That should say the District.</p>
Lucia Piva	Yeah, I can change in an our, right? Thank you.
Jim Preusser	That's OK, keep going.
Wendy Doromal	<p>And then the ballot questions will be agreed upon by the representatives designated by the parties, written notice for the election will be sent to all instructional personnel to their OCPs email two days prior to the vote. The ballot question will be included in the representatives designated by the party. I don't understand that, am I reading this wrong?</p>

Lucia Piva	No, I I have to go I'll clarify it OK are you finished?
Wendy Doromal	OK. The voting will take place by secure electronic ballot. The voting will be for two full days, the ballot responses will be tallied by representatives designated by the District and CTA. The number of ballots and the results will be sent to all faculty and the union president within an hour of the ballot count, and then we, scroll down. Teachers who do not want to continue at any of the the pilot high schools will be given priority to move to another position with OCPS within 10 miles of their home, and they may waive the mileage provision. We just put this because when we negotiated Carver we had a similar provision in there. If faculty adopts the pilot program plan, the choice of schedule of individual employees will be honored. Choice will be given to teachers if there are no teachers available at time slots students selected the students will have to select a time when the class is available. This MOU shall apply to any and all schools who wish to implement the high school pilot program or any other program seeking to expand the school, it shouldn't say school year it should say that the daily schedule or school schedule. Neither party waives any contractual or bargaining rights by entering into this agreement, the District will immediately notify the Union if it would like to make any modifications or changes that impact working conditions and will bargain the impact of such changes. So that's about it. And of course we know this is a lot for you to look at, and we're gonna email it to you so you could look at it and then get back to us.
Jim Preusser	Yeah.
Wendy Doromal	We would like to be able to come to an agreement with the District on this because we think it's important. But we think it's important that it's done right and that teachers, teachers have a lot of concerns. Teachers at these schools have a lot of concerns. So we think it should be done in a very thoughtful and well planned way and not rushed.
Jim Preusser	I understand your position and there's a lot to digest there, so I'm going to have to review it further so I look forward to getting it by email. I mean, the only thing that I would say is it appears as though you're rewriting contract language, and putting in the form of an MOU, but...
Wendy Doromal	This isn't rewriting contract language, you did not follow contract language and I can read it to you. And tell you specifically...
Jim Preusser	I know Wendy... we'll leave that to the to the grievance, but I'm not saying, I'm not saying we're opposed to the idea of an MOU. I'm not saying that at all, I'm just, what I'm saying is, there's a lot of information there, so we look forward to getting it by email. I will review it. I'll look it over with Dr. Border and Dr. Vasquez.
Wendy Doromal	I would say that with any pilot program you do. With any pilot program, you do write language and you do have an MOU as we did with Carver Middle School. That's what you do. You don't just make a decision to do to move someway and not have a solid plan and answers to questions. And do you

	have a estimate of when you can answer us on those questions and I don't know why. Dr. Border...
Jim Preusser	I'll get back to, no, no, I get back to you next week on those questions, let me look at that we already have.
Wendy Doromal	OK, 'cause we were told that...
Jim Preusser	Started working on it. We've already started working on them.
Wendy Doromal	We were told that Dr. Border would probably be here. We have that in our minutes. He and...
Jim Preusser	He did, I understood...
Wendy Doromal	He would answer our question, but that would...
Jim Preusser	That was before you filed a grievance, oh, I already have a grievance. The grievances is in the works. Yes.
Wendy Doromal	OK.
Jim Preusser	Definitely you've given me a proposal now for us to consider first.
Wendy Doromal	And now you also have more information that we've given you today on how it was not followed.
Jim Preusser	I do have more information so that people require follow up, so the point would not be good for him to be there because it has to investigate what you said.
Wendy Doromal	After that, cool OK. Speaking.
Jim Preusser	He's giving me an MOU to consider and see if we have agreement.
Wendy Doromal	Yeah, so you can see we're really interested and we're trying to solve them.
Jim Preusser	Thank you.
Wendy Doromal	So I guess the next thing would be the date of the next meeting. Unless you have something else. Oh yes, I do have one other thing. I almost forgot so yesterday you said you don't know if I saw this planning survey. Of course I didn't. It was sent to 51,000 some parents about testing status. Let me see, I have it here. What date did you send it? The date was that the survey...
Jim Preusser	I'm gonna have to get back with you on the date.
Wendy Doromal	OK, if you could. Let me know,
Jim Preusser	Let me call you about that. I'll give you the date.
Wendy Doromal	OK, thank you.
Jim Preusser	Let's see that'll be fine. No problem.
Wendy Doromal	OK. So it's a Saturday schedule...
Jim Preusser	I just wanted to make sure you had it, because remember I had emailed you on March the 5th letting you know that testing would be status quo. The only reason I sent that to you is that survey went out to the parents before that decision was made. So the purpose of sending you the survey was for you to

	see, here's what we hear, the questions that we asked of the of the parents, and because we didn't see that there was a significant reason to modify the testing stuff is staying status quo. So we're not gonna make it.
Wendy Doromal	OK, so there's no, there's no student testing on Saturday?
Jim Preusser	There's not.
Wendy Doromal	Thank you. Awesome. Perfect. Thank you.
Jim Preusser	Alright, so let's do this like we have in the past, but maybe send each other some dates.
Wendy Doromal	OK.
Jim Preusser	I'll be in the office every day next week. Even though it's spring break. I'm not saying my committee will be here, so I think next week will be out.
Wendy Doromal	Our committee won't be here.
Jim Preusser	Of course, and I wouldn't expect them to be, but I would just say I'm around next week if you need to reach out to me, I will be available, I mean and then of course the week after. So if you want to look at some dates, we can certainly exchange with you and will be happy to get something scheduled.
Wendy Doromal	OK, so what we'll do is later today we're gonna send you like two or three dates and see if those work.
Jim Preusser	Yeah, I do want to say this, Wendy, that because of the proposal that you just gave to me and some follow up that I have to do on the MOU. It may be prudent to schedule it the week after we come back from spring break. I don't want to wait too long. But at least it's the end of the week.
Wendy Doromal	Me, too.
Jim Preusser	But I want to also make sure that the conversation here at the table is substantive and we can try to close things. So it at least gives me a chance to go back to the Superintendent, and the deputy and the chief of high school with some of this stuff, so that they can understand what your position is, OK?
Wendy Doromal	OK, and if you wanna have a labor management meeting Tuesday instead of the following Tuesday, I could do that to discuss something.
Jim Preusser	We have scheduled OK. OK, I understand. I think we have limited access.
Wendy Doromal	Just let me know.
Jim Preusser	OK, got it, it works for me.
Wendy Doromal	Since we really want to get this...
Jim Preusser	I understand. Works for me. I look forward to your email, or if it's from Lucia or another, look forward to it and I will reply to you. I'm around so any other business?
Wendy Doromal	Alright, is there anyone on my team that has anything to say? Before we close the meeting. I think that's it.
Jim Preusser	All right, well, for those of you that will be on spring break, have a good spring break.

Wendy Doromal	OK, thank you everyone.
Jim Preusser	Alright, take care.

Appendix A

ARTICLE II NEGOTIATIONS PROCEDURES

A. The parties agreed to implement a ~~Collaborative~~ Collective Bargaining Process beginning with the 1998-99 fiscal year within the authority of in accordance with Chapter 447, Florida Statutes. Salary and fringe benefits shall be automatically reopened each year, ~~as well as any provisions imposed by the Board.~~ Either party is entitled to reopen the contract each year for the purpose of negotiating salary increases, economic increases, insurance, and up to ~~three~~ two additional articles. Chapter 447 of the Florida Statutes and any appropriate rules and procedures. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:-

1. Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.-

2. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.

3. ~~Issues may be raised for consideration through an appropriate process at any time during the length of this ratified agreement.-~~

B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.

C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.

D. This Contract may not be modified in whole or in part except by mutual written agreement.

E. Pursuant to §447.309(3), Fla. Stat., any provision of this Contract which is contrary to law, rule or regulation is void. If any provision or application of this Contract is ~~held to be~~ contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.

F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the

parties. The Board agrees to print one thousand five hundred (1,500) copies of the current Contract for distribution to new hires. A link will be provided to all employees during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association's bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.

I. ~~Unless mutually agreed by the parties, e~~Equal numbers of CTA members and District personnel shall be part of collective bargaining meetings. Either party may bring ~~up to five (5)~~ consultants and/or subject matter experts outside of ~~the~~ each respective bargaining committee per bargaining session.

J. Labor Management Committee

1. Labor Management Committee Meetings will be attended only by the OCCTA President and the District's Chief Negotiator absent mutual agreement to allow others to participate.

A. ~~Either party may bring up to three (3) consultants and/or subject matter experts to participate in the Labor Management Committee meeting. The list of consultants and/or subject matter experts that will be brought to a Labor Management Committee meeting will be provided to the other party no later than two (2) calendar days prior to the Labor Management Committee meeting.~~

B. ~~Agenda items for the meeting will be exchanged by the parties at least five (5) calendar days prior to the Labor Management Committee meeting.~~

2. The purpose of this Committee is to address issues of concern related to labor relations, to provide a means for continuing communications between the parties, and to promote a climate of constructive employee-employer relations. This would include, but not be limited to, such activities as to:-

a. Discuss and resolve contractual issues subject to appropriate approval;

b. ~~Notify and d~~Discuss with the Union changes contemplated by the District which may affect bargaining unit employees;-

c. Discuss the future needs and programs of the District and the OCCTA;

dc. Disseminate general information of interest to the parties;-

e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting bargaining unit employees;-

f. Give the parties the opportunity to discuss problems that may give rise to grievances and to discuss ways of preventing contract violations and other workplace conflict from

~~occurring. The Committee shall not address the subject of a pending grievance.~~

~~g. Such other items as the parties may mutually agree to discuss.~~

~~3. The District's Chief Negotiator shall notify the OCCTA President of any grants submitted or accepted by the District. OCCTA will be provided the opportunity for input before the District submits an application for the grant.~~

~~4. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and OCCTA. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.~~

~~5. The agenda for each meeting shall be jointly prepared by the OCCTA President and the District's Chief Negotiator in advance of the meeting.~~

~~6. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.~~

~~7. All contractual committees formed jointly by the parties shall be organized under the direction of the Labor Management Committee and shall periodically report to the Labor Management Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.~~

~~**8. Participation in a Labor Management Committee meeting does not waive any bargaining rights for either party.**~~

~~K. Evaluations and Appeals Committee~~

~~1. The Evaluations and Appeals Committee shall be made up of an equal number of OCPS and OCCTA participants.~~

~~2. The Evaluations and Appeals Committee will hold its first meeting no later than September of each year and at least bi-monthly thereafter.~~

~~3. The Evaluations and Appeals Committee will make recommendations concerning the evaluation process.~~

~~4. The Evaluations and Appeals Committee will be in charge of the evaluation appeals process and will meet to decide the outcome of appeals. In the event of a tie, the appeal will be referred to the OCCTA President and the District's Chief Negotiator for a decision and if no agreement is reached will be decided pursuant to the grievance process as outlined in Article X of this Agreement.~~

~~5. Participation in a Committee meeting does not waive any bargaining rights.~~

~~**J K.**~~ Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such

tentative agreements null and void.

1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.

2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.

~~L. J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, tT t~~**During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances,** the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing ~~these these~~ **these** interpretations or modifications of this agreement. ~~If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties.~~

K. Operating Procedures and Guidelines:-

1. The Collaborative Bargaining Leadership Team (CBLT) shall be composed of equal numbers of CTA members and District personnel.-

2. The CBLT mutually agrees to coordinate and participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.-

3. Define consensus as a status in which all members can support the decision and use consensus as the preferred decision making strategy in all decisions.-

4. Operate as an open forum to identify, explore and resolve issues of importance to CTA and the District using District personnel as resources. The CBLT will solicit and value input from personnel affected by the outcome of the process.-

5. All monies, except for School Recognition Dollars allocated by the Legislature as "bonus" and/or "incentive money" for teachers, shall be subject to discussion by the Collaborative Bargaining Leadership Team before distribution.-

~~6. The CBLT will establish committees and will receive, review and make final decisions on recommendations from appropriate committees. All decisions are to be supported by data from those committees. All committee meetings will be accurately recorded.~~

~~7. Communicate with employees through a variety of mediums.~~

~~8. There will be a notice to the CBLT participants before either party communicates any specific issues generated or discussed during the CBLT process unless it is mutually agreed to amend this timeline.~~

~~L. Provisions to submit issues to the CBLT~~

~~1. Employees shall submit issues to the CBLT using the Issues for Submission form found on the CBLT websites: <https://www.ocps.net/es/legislative/laborrelations/Pages/default.aspx> and www.orangecta.com.~~

~~2. Forms may be found at individual work locations or the Association office.~~

~~3. The CBLT shall determine the appropriate action to be taken and notify the submitting party of such action.~~

~~M. Committees of the CBLT~~

~~1. Committees shall be composed of equal numbers of CTA members and District personnel.~~

~~2. Committees will receive and undertake activities to execute the specific charge from the CBLT. Each party shall select a member that will act as a co-chair for each committee.~~

~~3. Committees shall welcome employees who might be affected by the issue to attend and provide information as a resource. Committees may invite outside resources as necessary.~~

~~4. Committees shall identify options supported by data to be recommended to the CBLT.~~

~~5. Committees shall keep accurate records of all committee meetings.~~

~~6. Committees and Task Forces~~

~~a. Standing Committees~~

~~The Collaborative Bargaining Leadership Team has established standing committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees are as follows:-~~

~~1.) Finance and Compensation-~~

~~2.) Assessment Evaluation~~

~~3.) Human Resources-~~

~~4.) Compliance-~~

~~5.) Calendar-~~

~~6.) Grants-~~

L.M. Joint Committees

~~b. Joint Committees-~~

1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.

a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:

i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).

ii. Products that can be purchased at a lower cost through group

rates and are not readily available to individuals.

b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.

d.) The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent ~~and the OCCTA President~~ for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

e.) Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

2.) The parties agree to continue the Joint Safety Committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet as needed by mutual agreement of the parties, bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.

3.) The parties agree to continue the Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.

4.) Participation in a Joint Committee meeting does not waive any bargaining rights for either party.

5.) The parties agree to continue the budget committee comprised of equal representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee. ~~Whenever the District publishes or otherwise shares with any state agency, the School Board, and/or the public any budget and/or financial documents or documents regarding expenditures, the Committee shall simultaneously also receive said information.~~ Participation in the Committee does not waive any bargaining rights for either party.

~~e. Ad Hoc Committees~~

~~The Collaborative Bargaining Leadership Team establishes ad hoc committees to field~~

~~issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees meet to address a specific purpose and are not on-going standing or joint committees as defined elsewhere in this article. The ad hoc committees may include but are not limited to ESE, Instructional Support and Career and Technical Education.~~

Appendix B

ARTICLE II NEGOTIATIONS PROCEDURES

A. The parties agreed **d** to implement a Collaborative Collective Bargaining Process beginning with the 1998-99 fiscal year within the authority of in accordance with Chapter 447, of the Florida Statutes **and any appropriate rules and procedures.** Salary and fringe benefits shall be automatically reopened each year, as well as any provisions imposed by the Board. Either party is entitled to reopen the contract each year for the purpose of negotiating up to three additional articles. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:-

1. Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.
2. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.
3. ~~Issues may be raised for consideration through an appropriate process at any time during the length of this ratified agreement.~~

B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.

C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.

D. This Contract may not be modified in whole or in part except by mutual written agreement.

E. If any provision or application of this Contract is contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.

F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the

parties. The Board agrees to print one thousand five hundred (1,500) copies of the current Contract for distribution to new hires. A link will be provided to all employees during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association's bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.

I. Equal numbers of CTA members and District personnel shall be part of collective bargaining meetings. Either party may bring consultants and/or subject matter experts outside of each respective bargaining committee **per bargaining session.**

J. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.

1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.

2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.

K. J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications of this agreement. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually **withdrawn agreed by the parties.**

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- ~~2. The CBLT mutually agrees to coordinate and participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.-~~

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1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party

administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.

a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:

i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA).

ii. Products that can be purchased at a lower cost through group rates and are not readily available to individuals.

b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.

d.) The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

e.) Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

2.) The parties agree to continue the Joint Safety Committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet as needed by mutual agreement of the parties. ~~bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.~~

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4.) Participation in a Joint Committee meeting does not waive any bargaining rights for either party.

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~~c. Ad Hoc Committees~~

~~The Collaborative Bargaining Leadership Team establishes ad hoc committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees meet to address a specific purpose and are not on-going standing or joint committees as defined elsewhere in this article. The ad hoc committees may include but are not limited to ESE, Instructional Support and Career and Technical Education.~~

Appendix C

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

This Memorandum of Understanding (MOU) is made on this 8th day of December 2020 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely reopening schools for the 2020-21 School Year.

The parties mutually agree as follows:

The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

Health and Safety

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed by the parties in writing. The District will also consider the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County, to the extent they do not conflict with the CDC. Notwithstanding the foregoing, to the extent the CDC guidelines conflict with the Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.
2. In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.
3. The District will update emergency plans and contact lists. and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested

positive for COVID-19, including but not limited to the following:

- a. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic, including clear guidelines for nurses.
- b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID-19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.
- c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.
- d. Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" may be utilized for this purpose provided the OCPS immediately updates all incidents.
- e. Following CDC guidelines on how to disinfect the portions and/or all of building as necessary if someone is symptomatic and/or COVID-19 positive.
- f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.
- g. Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.
- h. Preparing for targeted school closures where necessary.
- i. If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.

Said procedures will be developed in accordance with CDC guidelines and in collaboration with local health officials and OCCTA.

4. Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members may indicate a preference for a LaunchED@Home assignment to teach or conduct work-related duties at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand the District will work to accommodate those employees at their school site to minimize exposure to the extent feasible. The employee shall return to their same worksite and position if available.

5. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID-19 pandemic period during the school year 2020-2021 only upon the approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of the request being submitted.

6. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.

7. If an employee is sent home due to COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Employees may also be eligible for paid Emergency Sick Leave or Emergency FMLA under the Federal Families First Coronavirus Response Act (FFCRA-HR 6201). Once employees have exhausted all available leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

8. The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.

9. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.

10. Any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email.

11. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g. elective teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, physical/plexiglass barriers, masks, gloves, and additional supplies as needed.

Teachers will be permitted to wear scrubs or casual clothing. Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local administration will coordinate other facilities for use. Otherwise, the District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

12. Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.

13. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.

14. Pursuant to CDC guidelines, face coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.

Individuals should be frequently reminded not to touch the covering and to wash their hands frequently. Information should be provided to staff, students, and students' families on proper use, removal, and washing of face coverings.

High-Risk teachers and those in situations where students are not wearing masks or 6 feet physical distancing cannot be achieved will be provided with KN95 masks. Complaints or inquiries will be processed pursuant to the Joint Safety Committee. Article II, Section M (6)(b)(2)

15. Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.

16. Teachers will be allowed to have air purifiers in their classrooms or offices.

17. As recommended by the CDC, the District will "provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times." The District will require each school to establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District.

~~18.~~ All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.

19. [intentionally left blank]

20. In order to avoid congregation of employees upon arrival and departure from the worksite, to check in and out, the District will provide an electronic check in/out sheet.

21. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.

22. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.

23. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.

24. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.

Training

25. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

26. The District shall provide meaningful training, guidance, and instructional materials.

27. District professional development will be made available online to assist staff in completion of requirements for recertification.

LaunchED @Home

28. Employees and students who are engaging in LaunchED@Home will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.

29. Teachers engaging in LaunchED@Home will be available on screen for students throughout the entire duration of each class, but the parties acknowledge teachers may be subject to personal needs, other drills or situations beyond a teacher's control.

30. Regular attendance and grading policies will be followed while engaging in LaunchED@Home.

31. The District will ensure that employees who are engaging in LaunchED@Home have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator and it will be provided in a timely manner.

32. The District will provide employees with learning platforms to conduct LaunchED@Home.

33. Employees who are engaging in LaunchED@Home will be given the option of conducting it from a classroom.

34. Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or room, or areas used by bargaining unit employees for concerted activities. Teachers will have control over the activation and deactivation of cameras.

Live steaming and cameras will only be permitted during the 2020-2021 School Year.

35. If video cameras are used in classrooms to provide live or recorded instruction:

- a. Teachers must be trained on the proper usage of equipment.
- b. The District will ensure the security of the data and how it is stored.
- c. The District will ensure student and personal privacy including, but not limited to, FERPA prior to the first day of the usage of such audio/visual devices.
- d. Teachers must be notified of which students in their classrooms have signed applicable consent forms and the District will ensure that policies and procedures for dealing with students whose parents have not provided consent are followed.
- e. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by gross negligence of the employee.
- f. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
- g. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom upon the installation of such devices.

36. Teachers may record their own lessons at their discretion.
37. Teachers will inform their worksite Administrator if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.
38. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the employee.
39. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.
40. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's Code of Student Conduct.
- 41.[intentionally left blank]
42. Employees shall not be disciplined or held responsible for damage to District equipment related to LaunchED platform, unless the equipment is damaged due to the gross negligence and/or an intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or student. While teaching under the LaunchED platform, the teacher will be responsible to report abuse, neglect, or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing LaunchED@Home may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others. Employees shall not be disciplined or held responsible in any way for actions of others that might be witnessed or heard by students.
43. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or matters that arise from LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

Workload

44. Preferably, Teachers will not be required to perform both on-campus face-to-face and LaunchED@Home simultaneously. As requested by CTA, SDOC will continue to give first consideration for LaunchEd@Home positions at their worksite for teachers who are at increased and/or high-risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members. The parties acknowledge the external circumstances and the changing preferences of parents must be considered.

45. Employees will be notified of their work times, schedule, and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.

46. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

47. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments to the extent feasible.

48. [intentionally left blank]

49. [intentionally left blank]

50. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically within three (3) duty days of the request as stated in the lesson plan settlement.

51. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.

52. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.

Evaluations

53. [intentionally left blank]

54. [intentionally left blank]

55. [intentionally left blank]

56. If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.

Electives

57. Supply lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in elective from homes.

58. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing

cast size, distanced seating, and virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

Terms and Conditions:

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein, and the OCCTA will utilize the Joint Safety Committee to recommend or establish best practices and mechanisms to monitor and enforce safety protocols or to revisit the subjects addressed herein.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the Collective Bargaining Agreement remain in full effect and in the event of a conflict between this Memorandum of Understanding and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail unless mutually agreed by the parties in writing.

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.

Duration:

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021, unless otherwise mutually agreed to by the parties in writing.

Executed on this 8th day of December 2020.

For School Board of Orange County, Florida



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom
Teachers Association



Wendy L. Doromal
President

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 March 2021, by and between the School Board of Orange County, Florida (“District” or “OCPS”) and the Orange County Classroom Teachers Association (“Union” or “OCCTA”).

PURPOSE:

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the High School 2021 – 2022 Pilot Program and the voting requirements before its implementation.

WHEREAS, Orange County Public Schools wishes to implement a proposed pilot program expanding the school day for students at certain schools, including East River High, Evans High and Windemere High.

NOW, THEREFORE, it is agreed as follows:

1. OCCTA and OCPS will implement the voting process established below.
2. The parties agree that an informational virtual Q & A session will be scheduled for all Instructional Personnel in each participating high school.
 - a. Each informational session will take place on a mutually agreed upon date and time at least one week before the voting takes place.
 - b. The faculty will be invited to submit questions to the Administration prior to the session.
 - c. An additional follow-up session will be scheduled to take place prior to voting if all questions cannot be answered at the initial session.
 - d. A representative from the Union and the District will monitor the process, and will receive all documents and communications including all faculty questions.
 - e. The District will respond to the Union’s questions submitted on February 26, 2021 prior to any scheduled sessions.
3. For each school, a detailed, written plan will be presented to the Union and to all faculty members.
 - a. The plan will be emailed to OCCTA and every faculty member at least two weeks before the voting takes place.
 - b. The detailed plan will include, but not be limited to, the following information:
 - The draft bell schedule indicating starting and ending times for class times, passing time, and meal times;
 - A detailed explanation of how each instructional personnel will be scheduled at the time of their choice;

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.

- Scheduling of all non-classroom personnel including media specialists, guidance counselors, deans, SAFE Coordinators, nurses, psychologists, social workers, speech pathologists, mental health counselors, testing coordinators, etc.;
 - Administration of any state or district required student testing;
 - Conducting evaluations in an equitable manner;
 - Student supervision if split schedules are allowed;
 - Scheduling electives, including band, choir, art courses, technology courses, etc.;
 - Scheduling for sports and athletics practices and events;
 - Attention to ESE and special needs students;
 - Visitors to the campus and classrooms;
 - Scheduling adequate substitutes;
 - Planning time and common planning;
 - Conducting PLC, faculty and other meetings;
 - Conducting parent-teacher conferences, IEP meetings, 504 meetings and other meetings;
 - Scheduling of FAC, Student Placement and other committee meetings;
 - Early Wednesdays;
 - Bright Futures eligibility and volunteer hours;
 - Access to copy room, teacher lounges and media center;
 - Participation in field trips and other extracurricular activities;
 - Participation in cocurricular activities such as concerts, recitals, and art exhibits;
 - Other pertinent information that provides answers to Union and faculty questions and concerns.
4. Voting will be conducted by two representatives designated by OCCTA and two representatives designated by the District.
- a. The ballot question will be agreed upon by the representatives designated by the parties.
 - b. Written notice for the election will be sent to all instructional personnel to their OCPS email two days prior to the vote.
 - c. The ballot question will be included in the email.
 - d. The voting will take place by secure electronic ballot.
 - e. The voting period will be two full days.
 - f. The ballot responses will be tallied by the representatives designated by the parties.
 - g. The number of ballots and the results will be sent to all faculty and the Union President within an hour of the ballot count.
5. Teachers who do not want to continue working at any of the pilot high schools will be given priority to move to another position within OCPS that is within 10 miles of their home. They may waive the mileage provision.

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.

6. If the faculty adopts the pilot program plan, the choice of schedule of individual employees will be honored.
 - a. Choice will be given to teachers.

If there are no teachers available at time slots students selected, the students will have to select a time when the class is available.
7. This MOU shall apply to any and all schools who wish to implement the High School Pilot Program or any other program seeking to expand the school day.
8. Neither party waives any contractual or bargaining rights by entering into this agreement. The District will immediately notify the Union if it would like to make any modifications or changes that impact working conditions and will bargain the impact of said changes.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

The MOU shall expire on June 30, 2022. 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 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