

MINUTES

CTA CBLT

Via Zoom

October 14, 2020

In Attendance

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

Additional Attendees/Guests

Mary Bridges	District	Theresa Harter-Miles	District	Mark Richard	CTA
Beth Curran	District	Lucia Piva	CTA	Krista Russell	District (Notetaker)

Minutes

Jim Preusser	Good morning Wendy.
Wendy Doromal	We are waiting for a few more to join, too.
Jim Preusser	We are good to go. How would you like to proceed?
Wendy Doromal	Our team will read emails from concerned members.
Jim Preusser	Would you please send the emails to us?
Wendy Doromal	We have around 1,800 emails, but I can send them.
Jim Preusser	I don't need all 1,800, just the ones you read today.
Various CTA Members	Read a series of emails represented as from CTA members.
Wendy Doromal	We would like to go to salaries next and then go over some other things.
Jim Preusser	Ok, the floor is yours.

Lucia Piva	Wendy, please allow me to share on the screen so I can put up our counter proposal. Article XVI changes are based on the last District counter. Changes are in bold. We rejected PreK teacher language, because it should be included in raises with rest of bargaining unit. There is a MOU that accompanies this Article. (See Appendix A)
Jim Preusser	Based on this document, you are in agreement with rest of language not struck out?
Lucia Piva	Correct. We also have an MOU to share. Changes are bolded. #5, same change for PreK. #1, different language by CTA if any employee in the district receives an increase higher than this bargaining unit's employees, or any other kind of remuneration for this school year, then the bargaining unit employees will receive the difference between their increase and the increase for others. (See Appendix B)
Jim Preusser	I understand the proposal. As an example: if in March, additional dollars become available and the District is able to issue a 1.5% increase to any group, the members in your bargaining unit would receive the difference, which in this case is a 0.23% increase.
Lucia Piva	That is correct.
Mark Richard	Include any other me too. If you were to give a bonus or any other type of remuneration in terms of amount or timing.
Jim Preusser	I understand. A bonus could be calculated in the form of a percent, or lump sum.
Lucia Piva	Final change is in Appendix A. We struck the PreK language, and want only one minimum and maximum range. These are the only changes from your last counter. (See Appendix C)
Jim Preusser	Let's talk about PreK.
Wendy Doromal	We want to make it clear that we bargain for all teachers. We know that in other districts, PreK was included. For instance, Brevard included them in raises. We are not going to leave them behind. How are the PreK teachers funded? You can give us a breakdown, Title I or some other funds? If it is federal funds, all you would have to do is to shift those federal funds for this. We need that information.
Lucia Piva	We want to get a better sense of the 109 teachers, where is the funding coming from? About \$200K would bridge that gap.
Jim Preusser	Actually it's \$211K.
Lucia Piva	We do the calculations as well to make sure it is accurate and we are working off the same page. We need to know how they are funded. Our PreK teachers are required to be certified unlike other districts in the state.
Jim Preusser	FS 1012. 01 speaks to K-12. That is why they are excluded from HB 641. It is not something we are doing, but you want us to take \$211K out of other funds, not the categorical right?
Lucia Piva	Take it from the same funding source. For example, if it is Title I that funds the teacher take the money for the raise from Title I. Other districts, Brevard and Broward are doing that.

Jim Preusser	Is it the Union's position that if the district is able to identify the funds for those teachers, that closes the deal on the wages?
Wendy Doromal	That would be true.
Lucia Piva	Yes, the proposal as we have it. You would have to meet our proposal then yes, we would agree.
Jim Preusser	We will review and get back with you. I understand your proposal.
Lucia Piva	Now, we are shifting from main table bargaining to impact bargaining. We want to keep it bifurcated. The reason we are talking about Evaluation in context of impact bargaining is because we are talking about the impact of COVID, hybrid teaching, face-to-face, etc. It is causing a huge learning curve for teachers and students alike. Evaluation is a subject of bargaining that is typically done in main table bargaining. For the purposes of this MOU, we are asking that contract language be amended and the system modified for all the changes teachers are experiencing and forced to implement during this school year.
Jim Preusser	I understand. We will get into the dialogue on Evaluation, obviously we can still do that this morning if you like. I know that Stephanie Wyka has questions. Let's move to Mental Health. I think you all might have a counter?
Wendy Doromal	Maribel Rigsby will be addressing the counter proposal.
Maribel Rigsby	The change is in #4. We want high school teachers leave early the day of and the Friday because the time off was not enough, it was not even 40 minutes. Middle school arrive with students the following day after they leave with the students the day of the presentation. (See Appendix D)
Jim Preusser	It seems like high school teachers getting more time. Am I misunderstanding that?
Maribel Rigsby	Middle school teachers get more time in the morning than high school teachers do. That was the reasoning.
Jim Preusser	I have principals on the call, Gloria or John any questions?
Gloria	Just came back for an intervention, what did I miss?
Maribel Rigsby	#4. The proposal high school teachers get to school with the students the day after the presentation and then the following Friday. Then middle school teachers would arrive with the students the following day after the presentation. If we left both high school and middle school teachers with one day, then middle school teachers would have more time off than high school teachers.
Mary Bridges	I want to clarify, high school teachers get some time in the morning and afternoon. Middle school teachers get all their time in morning and pretty much leave at the same time as the students.
Matt Hazel	A high school teacher starts at 7:15 AM and the first bell for students is 7:15 AM and then we start instruction.
Mary Bridges	Teachers stay until 2:45 PM, school ends at 2:20 PM. So they have 25 minutes after school.

Gloria Fernandez	I am reading on this counter that you want middle school teachers to arrive with students. The student's first bell is 9:25 AM. Is that what you are saying?
Lucia Piva	Middle school teachers arrive with the students on the day of presentation.
Gloria Fernandez	I am concerned that you want it to be the arrival time.
Clinton McCracken	On the last counter from the District, it was proposed that middle school teachers leave with students. Middle school teacher day ends at 4:00 PM, student and teacher. One day of coming at 9:25 am would be same as high school leaving early Wednesday and Friday.
Jim Preusser	Can you put it up on the screen again? I understand the proposal.
Lucia Piva	I will send this counter proposal to you and LeighAnn and you can get it to your team. Are there any more questions?
Jim Preusser	Not at this time. We are ready to move to the next item you would like to present.
Lucia Piva	We do not have any other proposals at this time. We provided you with the Evaluation proposal during our last meeting.
Wendy Doromal	Would you bring that proposal up on the screen, and Maribel would you speak to it please?
Jim Preusser	I think Stephanie had some questions last time but Maribel answered them. Stephanie do you have any more questions about the Evaluation proposal?
Stephanie Wyka	No, I don't have any other questions, thank you.
Wendy Doromal	Maribel, would it be ok if you were to review the proposal again, please?
Maribel Rigsby	All observations should be scheduled. Live stream observations permitted for LaunchED if they are scheduled. For formal pre and post conferences, it could be done digitally by mutual agreement, regardless of the model you are using. Teachers will have the discretion to be observed on only one of the models. Before a teacher receives a "developing" or "beginning" on their observation, an administrator must provide instructional support before giving the rating and the teacher must be given time to improve the rating. We made a change in the Deliberate Practice scores and the cut scores. (See Appendix E)
Jim Preusser	We may have a counter for you after we caucus.

Wendy Doromal	<p>This is a very unusual, stressful and workload intensive year. The workload is excessive every year and every year teachers are expected to do more and more but this year is over the top. I want to bring to your attention an email I received this morning. In one school even has a new hybrid model. We never bargained to have a hybrid model.</p> <p>This is the new hybrid model at this school. Teachers teach 2 grades at once. So three kindergarten teachers were told to teach face-to-face and Launched for Kindergarten <u>and</u> 1st grade. They were told this is for budget reasons. I am hearing that many principals are telling teachers that the different things happening are for budget reasons. I understood that funding not going to be cut for the semester. But, I know of two art teachers cut at a high school because of budget reasons. Both teachers had no less than 27 students in each class. So it was not because of enrollment. We heard that the state was not going to take away funds for this semester. We heard that at the Board meeting, yet high school art teachers are being cut, which is amazing because at the Board meeting last night the members were saying how much they loved the art teachers. There was another school where an art position was cut for budget reasons. At an elementary school, the principal held a staff meeting and said that ten positions had to be cut for budget reasons. None of this makes sense to us. So, teachers are under extreme duress and stress. It is unreasonable to evaluate them at all this year, but the State is mandating they be evaluated. We feel the least impactful, the least stressful evaluation should move forward.</p> <p>We do want to review the records request. Do you want to do that now or before caucus?</p>
Jim Preusser	<p>Go ahead, we will review mental health and salary proposal during our caucus. And, we may have a counter for you on Evaluation.</p>
Wendy Doromal	<p>We are going to show the RFI (Request for Information) answers and we have questions about it. We have many questions. Let's do it now and get it out of the way.</p> <p>As far as the communication with Dr. Pino, Department of Health and the Superintendent, we did have a record request for that and we received unreasonable bills for that and I think you addressed that Lucia?</p>

Lucia Piva	The Records Department is charging a lot of money. We need to see what conversations the District has had. It is frustrating, it plays into a pattern that makes it difficult to bargain on behalf of the bargaining unit. We asked for all communications between the Florida Department of Education, Dr. Pino, the Superintendent and specific District leadership emails. We asked for this information back in July and it is now October 14 th and we still have not received the information. All we have received from the Records Department is estimates for thousands of dollars. And each time we narrow it, it barely goes down in amounts. This chart is how we keep track of the records that are outstanding. We wanted to bring it to your attention today to see if there is anything you can do to facilitate us getting the records sooner. It is imperative that we are able to see what kind of communication you had with these state agencies in terms of safety of employees and also the legalities that are accepted or not accepted by the state. You were not on the email chain Jim, but we would like your help with getting this information. We also need talk about how generally, the pattern of how difficult it is to get information from the District which makes it very, very difficult to bargain and come up with proposals where we can compromise.
Jim Preusser	I understand. Just for the record, I have not seen any of this correspondence. If you would forward it to me I would be happy to look at it. I don't know what the Records team has sent to you, not sent to you, it is now within my purview. I will look into it for you. How many pages of documentation are they estimating, what is the cost?
Lucia Piva	I will forward it to you. They are estimating that it is going to take around 250 hours to just pull emails that are essentially from two domains, DOH and DOE and then the Superintendent and a few other leaders. The request is relatively narrow in terms of how it is now phrased. All these departments including OCPs are subject to the Sunshine Law. And the Records Department is saying that it will take hundreds of hours to redact, and we are not sure of what is going to be redacted given that these are communications between public entities. And, by the way it is narrowed to only to communications about the emergency order and communications about the reopening of schools. The estimate is over \$4,000 and over 200 hours of time.
Jim Preusser	So, this information that you are requesting, is it relevant to your lawsuit?
Lucia Piva	No, it is not relevant to any lawsuit, it is for bargaining purposes.
Jim Preusser	Ok, I understand. First and foremost, send me the information and give me an opportunity to see the correspondence because I have not, and give me a chance to follow up with the Records Department.
Lucia Piva	That would be appreciated, thank you.
Jim Preusser	Thanks for bringing it to my attention. But I don't have any of the details around what the email says and the totality of what you are asking for. I understand that you are saying the scope has narrowed but I would need to see what the Records Department says about that.

Wendy Doromal	<p>The next two items (on the chart) are incomplete responses. When we ask for something, more often than not, we get incomplete responses from the District and we keep having to ask over and over. We are going to pull up each thing that we received.</p> <p>We also get non-answers. We asked if the principals were able to identify the preference of employees, how many teachers were assigned to their preference and we hear you can't do that. It's like you track students but not teachers.</p>
Jim Preusser	The answer says that this information is not maintained centrally. It would require a conversation with every principal. Our principals did respond in bargaining and provided an update to what the process looks like.
Wendy Doromal	We are not interested in the principals at the bargaining table, we are interested in every school. This question could have been asked at principal meetings on August 7.
Jim Preusser	It's not to say that we are not trying to obtain the information, we have responded to almost all your RFIs in a complete way. I know you may not agree to some of the answers, and that's ok. If we are already at October 1, then that was only two weeks ago.
Lucia Piva	We don't have anything before July on the chart even though much was not responded to or answered completely. Most of that is moot now and we need to move on.
Jim Preusser	I would say that we have answered the majority of what you have presented to us in the form of an RFI. You may not agree with the answers, but you can see that we are working on it.
Wendy Doromal	You have not responded in full to them and we will point that out. School crisis committee members, we asked for that last year and have never received it. Vacancies by subject and grade level, we have not received.
Jim Preusser	That is your opinion, I disagree with that. We responded on September 8, 2020, concerning the crisis team and you asked for vacancies on October 1. There is a difference between the crisis team and the information we provided last year.
LeighAnn Blackmore	I provided CTA with the entire threat assessment team for every school. But, this request is for crisis teams, which is different from threat assessment teams. The crisis teams are managed through the Chief of Police and I put that request to our Chief of Police.
Wendy Doromal	I don't think I received the threat assessment team.
LeighAnn Blackmore	Yes you did, I will resend the email to you.
Wendy Doromal	These questions are asking for the schools needing more teachers based on FTE, list of schools reducing teachers based on budget numbers. We need these numbers in order to be able to bargain. We are worried about the District setting up a way to cut teachers after this semester. We don't understand where the school budget is coming into this if the school budget has not been cut. Maybe that is something you can explain to us.

Jim Preusser	Concerning the RFI on those three areas, specifically what are we bargaining right now that has a correlation to those three areas?
Wendy Doromal	We need this information in order to bargain on anything. These are teachers in our bargaining unit. We are hearing from teachers that their class enrollment keeps going up in face-to-face. Teachers are being pushed out of schools. It impacts our workforce and we need the information
Lucia Piva	Yes, and it is not just things that we are currently bargaining at the table when we are asking for information. It may not be germane to one specific proposal, but obviously there is contract language about transfers, voluntary and involuntary transfers, releases.
Jim Preusser	Yes, there is contract language that speaks to transfers.
Lucia Piva	This is a way for us to monitor and make sure the language is being adhered to. And, you say that it was just requested on October 1, two weeks fly by because everyone is working on so many things right now. It's been two weeks since teachers have been receiving letters and meeting with principals. They are going to have to uproot, take on new teaching practices, drive a longer distance to work, etc.
Jim Preusser	You know that when we send you something it can literally change the next day. But, that is fine, we can send you information. We have been sending you information. We do respond to your requests for information. I don't want people to think we are not sending you information. At the end of the day we do respond to your requests for information.
Wendy Doromal	Can we just get to the rest and then you can comment?
Jim Preusser	Sure, yes I will stop.
Lucia Piva	<p>These are all things that are either germane to proposals on the table or generally for representation of this bargaining unit. The union has a duty to do this and cannot do so without proper information and information on a timely basis. The purpose of this isn't to point fingers, we are bringing this up to look at them and to let the District know what is still outstanding. And it's to have conversations about what is incomplete and why it is incomplete. It's so we can all be working off the same document and the same knowledge and then we can move on collaboratively in that way. This is to strengthen labor/management relations.</p> <p>One of the things we asked for is when a communication goes out to the bargaining unit, it would be sent to the Union simultaneously. I know you are working on it, we are not saying it is an intentional delay, we need more of a proactive effort to get these things done quickly. We asked for that the first time in August or even last year. There is an easy fix, just put CTA on the email list and it will be done. Some districts reach out to the union before sending information out to the bargaining unit to go through it together to make sure there are no unintended consequences. But, we are not asking for that, we are asking for it to be transmitted to us in real time.</p>

Jim Preusser	You made the comment that we try to send the emails out. We don't try, we do send them out immediately. Wendy, I know you get emails and you say that you have already received it from a teacher. We usually send the email one minute later, and sometimes it is at the same time. To say that we don't send the information out is inaccurate because we do and I am copied on all emails.
Wendy Doromal	You don't do it when you send it to teachers is what we are saying and that is accurate. On this document we asked for information three times and we asked for the excel spreadsheet. We sent this request at least four times to LeighAnn asking for clarification.
Jim Preusser	I believe she sent you clarification.
Lucia Piva	We did receive clarification but we wanted to go over this in front of us so we can understand exactly what it is. You say this is reflective of all the positive cases. Our question, on the employee column, it seems to assign a positive to one or two employees but later in the document, work locations are listed, but there is no number of employees listed. All the numbers add up correctly, but there is no way to see where the cases have been. I suspect there were be a number. But we don't understand where these positives are located.
LeighAnn Blackmore	They don't correspond line for line that is correct. But that's why I said that you have to look at two separate spread sheets. This is how they maintain the information. It is how I received it. (LeighAnn went into more detail about the report)
Jim Preusser	We will see if we can get more detail for you. I will try to get the information back in August for us.
Wendy Doromal	This is from the October 1 st request. It is a list of instructional personnel whose salary is from grants. It would have been helpful if you put the amount received from the grant.
Jim Preusser	Doreen, do you know the document on the screen?
Doreen Concolino	This is what I sent to LeighAnn to submit. This is the breakdown by grant. The other column is the percentage of the salary which is paid for by the grant.
Wendy Doromal	It would have been helpful to know that . Did we interpret it correctly?
Doreen Concolino	Yes.
Wendy Doromal	This request is about Enrollment by School. We want the number of teachers who teach face-to-face in each school, the number who teach hybrid at each school and the number of LaunchED teachers at each school.
Jim Preusser	Each school would have to provide that and it would take some time. And the numbers would change frequently.
LeighAnn Blackmore	You wanted to know the enrollment numbers of schools this year and last year. This is a standing report.
Jim Preusser	This is why this takes time for us to get to you.

Wendy Doromal	July Summer program. We received the information just last week. We needed it last summer.
Jim Preusser	I would like to get to caucus.
Lucia Piva	We have 2 more.
Wendy Doromal	We requested the number of schools that had testing in the summer. The information is useless to us now. We are having trouble understanding why teachers with ADA accommodations are now having to come back to school.
Jim Preusser	We have answered that question several other times.
Wendy Doromal	But that doesn't make sense.
Lucia Piva	Does the district not have aggregate numbers for teachers that have ADA accommodations?
Jim Preusser	That is not the question you asked.
LeighAnn Blackmore	The office of Legal Services makes the determination that the teacher qualifies for ADA accommodations. The teacher's supervisor makes the decision. Legal Services does not go back and ask what happened.
Wendy Doromal	How many asked for ADA accommodations and how many were given those accommodations and how many were not?
Jim Preusser	Include that question in your new RFI.
Lucia Piva	I think this discussion has been very beneficial.
Jim Preusser	Please send us a list of your questions from today.
Wendy Doromal	Now we need to discuss the art supplement. Clinton?
Clinton McCracken	The Arts teachers at Howard Middle School are saying that we would be denied the supplement this year because evening concerts and art shows not occurring currently. Some information was given from the district that this is supposed to be denied. The assumption is that because there are no evening events, arts teachers are not doing work outside the work day. Actually the opposite is true. Last spring there was no live art show for the public, we did it virtually. We are doing it this year, too. We are now developing a winter virtual art show.
Jim Preusser	Please send us the email. I need to see it. We should have a separate meeting to discuss this. I have had no notice that we were going to do it.
Wendy Doromal	You have a choice for us to file a grievance for the teachers to receive the supplement or you can direct the principals to apply it.
Lucia Piva	One more thing, there are other proposals, main table issues from May and June that are still outstanding. If you have responses to those proposals we need to know.
Jim Preusser	I will have responses to those proposals today.
CAUCUS (From 11:35 AM to 1:20 PM)	

Jim Preusser	<p>We are going to have some documents to share with you on the screen and will email them to you.</p> <p>Thanks for the additional time. Want to go over several proposals: Salary, Mental Health and Evaluation after Stephanie Wyka comes back to this meeting and discussion on the duty day. We have four proposals. I'd like to pull up the Salary proposal.</p> <p>#5: Added language back in. Under FS 1012.01 and the house bill this is a factual statement.</p> <p>#1: Under therefore, if the district provides an increase to anyone, you all would get the difference if the increase is more. This does not include a promotional increase or an internal position change. I don't think that was your intent, but we wanted to clarify. (See Appendix F)</p>
Lucia Piva	Is the intent that if someone receives a stipend or bonus it would be calculated into a percentage amount to determine if the percentage is greater than our raise?
Jim Preusser	<p>Yes. The district doesn't believe anyone will be getting an increase outside of the categorical money. We have told OESPA twice that there is no more money. If a bonus equated to a 2% increase then the teachers would get another 2%.</p> <p>#2: If there is an increase provided for by the state, we will include PreK teachers in this raise. The Union would be notified about that through my office or by the Board.</p>
Wendy Doromal	But PreK teachers are part of our bargaining unit.
Jim Preusser	I understand that Wendy.
Lucia Piva	Do you have an answer to how they are funded?
Jim Preusser	The law is very specific to how the money can be used. We cannot use money outside of the categorical now or in the future. If I could have given money to other groups I already would have.
Lucia Piva	We will talk about this in caucus.
Doreen Con	PreK teachers are paid through state funds outside of the FEFP.
Jim Preusser	Now, we are turning to the Mental Health Proposal. LeighAnn will walk you through that.
LeighAnn Blackmore	Most everything is the same, except that we are proposing a minor change to #4 to make it very clear. High school teachers be released 25 minutes early the day of the presentation and the day after. Middle school teachers arrive at 9 AM (30 min after the start of their normal duty day), on the day of the presentation and the day after. The reason we didn't have them arrive with students is that students need supervision from 9 to 9:30 AM.
Gloria Fernandez	We need the supervision, grade levels are separated for social distancing. This would help a lot on those days
Jim Preusser	Thanks Gloria. LeighAnn, let's go to Duty Day proposal and put that on the screen.

LeighAnn Blackmore	<p>1st change is in Section B. We had struck the language before of additional common planning meeting. It is an economic issue for the District.</p> <p>C.1.: Put back in “where possible”. We need that language when we cannot readily acquire a substitute for a position like a guidance counselor.</p> <p>C.2.: This language is supposed to be codifying the current substitute agreement. There is some language that has been proposed by CTA that is not part of the settlement agreement. The highlighted section is what the settlement actually did say.</p> <p>C.3.: Emergency is defined exactly as it is in settlement agreement.</p> <p>C.4.: Same language as what is in the settlement agreement except for f. That language proposed by CTA is not in the settlement agreement. (See Appendix H)</p>
Wendy Doromal	So is it your contention that if it is not in the settlement agreement that we are not able to make language?
Jim Preusser	No, but in the previous discussion we had with you, the conversation and the statement made, is that this language codifies what is in the settlement agreement. What you added changes the settlement agreement.
Wendy Doromal	Exactly, and it would override the settlement agreement. So, why are we talking about it.
Jim Preusser	We can’t agree to that.
Wendy Doromal	So why are we talking about it.
Jim Preusser	We are going by what you said in the discussion, that it codifies the settlement agreement, and a change does not codify. Go ahead, LeighAnn with the rest.
Wendy Doromal	We are trying to bargain and because you said we made a previous agreement, you are not going to change it. It elaborates on the language. Right now it is not fair. And the District is violating the contract almost every day at every school. You are not providing an adequate substitute pool which is a contractual agreement. We will immediately file grievances at every school where that is not happening including the one I notified you about today. They have five vacancies and not one sub.
Jim Preusser	Ok, Wendy you can grieve what you want. I am going by what was said by Lucia in the conversation that this was to codify the language in the settlement agreement.
Wendy Doromal	It codifies and elaborates on it. Because you are not using paras first to sub. The District is using guidance counselors and coaches and members of our bargaining unit as permanent subs.
Jim Preusser	Go ahead LeighAnn with the rest.
LeighAnn Blackmore	#5.: this allows to have matching current language as well as #7.
Jim Preusser	We are going to pause here. We don’t yet have Stephanie, she will be available in thirty minutes. Would you like to caucus on the proposals we gave until then or how would you like to proceed?

Wendy Doromal	Stephanie is the only one who can present your counter on Evaluation?
Jim Preusser	She is an expert in that area, and she is the one that asked questions last time.
Wendy Doromal	Then we will wait exactly thirty minutes. We have questions about Targeted Schools and STO schools.
Maribel Rigsby	What is the difference between STO and Corrective schools?
Wendy Doromal	LeighAnn only sent us a list of the STO and Targeted schools.
LeighAnn Blackmore	I had sent you a list previously of Targeted Schools. Recently, you requested the list of STO and Corrective Program schools. I provided you both lists. We have never presented a chart about corrective program schools. We are working on some questions that Wendy asked about corrective program schools. STO schools are our most fragile schools in terms of test scores and student performance and other factors. Targeted Schools are defined in the contract: Any STO school, any elementary school or middle school with a previous school grade of an F or 3 D's or high school with a previous grade of F or D.
Wendy Doromal	How do you calculate that with no data from last year?
LeighAnn Blackmore	We continued the prior year's rate.
Wendy Doromal	So, it should be the same schools as last year?
LeighAnn Blackmore	No, some of the schools were grace schools last year. Meaning they were in their last year. They didn't have 3 D's or an F at the end of the five year period. So, they came off the list. Theresa, did we add any schools?
Theresa Harter-Miles	No, we did not. I'll have to check to see who dropped off from grace schools. ACE is in grace this year. I will get you an answer shortly. I have to find the list.
Wendy Doromal	Teachers have an option not to work at these schools, right? They were noticed of that?
LeighAnn Blackmore	Teachers always have the option to transfer. Only the Extra Hour of Reading school teachers are notified.
Theresa Harter-Miles	Lancaster Elementary School dropped off, they were in grace last year. Shingle Creek Elementary School and Ridgewood Park Elementary School dropped off.
Albert Davies	Can you show us the Evaluation proposal or send it to us so we can look at it in caucus?
Jim Preusser	Yes, I can send it to you but I want Stephanie to go over it.
Maribel Rigsby	The criteria for Corrective schools comes from the District, right?
LeighAnn Blackmore	Targeted Schools are defined in contract. Corrective and STO schools are selected by the District.
Lucia Piva	Are there any other proposals for the counters passed across in May and June?
Jim Preusser	We are still working on it. We will send the Evaluation counter to you and we will work on the others.

LeighAnn Blackmore	You asked about revision of Appendix B of the Evaluation Manual to add guidance counselors and safe coordinators to the non-classroom learning map. We are agreeing to that.
Jim Preusser	So, during the next 15 minutes we will get you the Evaluation counter and once Stephanie is available we will jump back on.
Wendy Doromal	Let's schedule another meeting. Lucia has an emergency meeting so we are going to have to hop off the call at 2 pm. Next meeting Wednesday, October 21, 10:30 AM to 3:30 PM.
Lucia Piva	Let's get one more date scheduled. We can send you some dates.
Jim Preusser	Go ahead and send other dates and I will look at it but I will confirm October 21 at 10:30. We will send you the other two items and the Evaluation counter. (See Appendices I – K).
Wendy Doromal	I guess we end this meeting then.
Jim Preusser	Ok, I guess we can since Lucia Piva has to get off the call. We will send you the documents right away.

Appendix A

ARTICLE XVI

SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the beginning of the current school year first duty day of the current school year. For school year ~~2018-19~~ 2020-21, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

- ~~1. There will be a cost of living adjustment of \$700 for all personnel regardless of instructional practice score.~~
- ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$1,400.~~
- ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,100.~~
- ~~4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.~~
1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.
2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.
3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).
4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).
5. **Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions.**

B. Differential Pay

1. Supplement for Advanced Degrees
 - a. The Advanced Degree Supplement shall be subject to the following:

- 1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
 - 2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.
 - 3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
- b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.
 - c. The advanced degree must be held in the teacher's area of certification for teachers hired on or after July 1, 2011.
 - d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.
2. Re-employment of retired teachers from the Florida Retirement System (FRS) or any other educational retirement system. This includes employees retiring under either the Defined Benefit plan or the Defined Contribution or both in FRS.
 - a. Salary Placement
 - 1) Initial placement of re-employed retired teachers with more than ten (10) years of experience shall be 12% above the entry teacher pay. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.
 - 2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.

- b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school teaching for which the employee received an effective performance evaluation or higher.
 - c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.
 - d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases
- 3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
- 4. Supplement Handbook
 - a. The Board shall publish and post a Supplement Handbook on the CBLT websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.
 - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
 - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
 - d. The allocated supplement amounts in 2014-15 will be increased by 3% for 2015-16 and shall be effective July 1, 2015.

5. Additional Period Pay

- a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.
- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/196 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
 - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.
 - 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.

- 3) Class size requirements for the additional instructional period shall follow state guidelines
- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

Employees, who are assigned irregular schedules in accordance with Article XIV Section P, shall be compensated as follows:

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
 - b. Teachers in post- secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
 - c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.
- C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher's primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
- D. In-service training and planning on a non-duty day will be compensated at a minimum of \$60 for a three hour day and \$120 for a six hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.
- E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.

F. Method of Payment

1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.
2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.
3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
 - a. Payment for high school winter sports will begin in November and for spring sports in February.
 - b. Payment for middle school sports will begin the month following the beginning of each sport season.
 - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.

9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day, in which case employees will be expected to make arrangements for either mailing or pick-up of their last check.
- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

One day more than the number of days constituting one-half year of another district's regular school year shall be considered as one year of credit.

A teacher shall be paid on the salary schedule, based upon the following criteria:

1. Teaching Experience

- a. In-state public school teaching experience: Credit shall be given for each year of full-time public school teaching service earned in the state of Florida which is verified by previous employer(s). Re-employed retirees are exempt from this provision. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

For 2014-2015, newly hired teachers who worked at another Florida school district or charter school during the 2013-2014 school year will receive a one-time recruitment bonus, equivalent to half of the respective 2014-2015 salary increase amounts (COLA plus performance) based on their officially documented 2013-2014 summative evaluation rating. Documentation consisting of print screens of the evaluation rating must be provided to Human Resources during the teacher's first calendar year. Teachers who did work at OCPS during the 2013-14 school year and received a final evaluation rating, are ineligible for this bonus and will return to OCPS at their previous salary plus 2014-2015 increase (COLA plus performance).

- b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

- c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
 - d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.
 - e. Paid holidays shall be counted in computations which apply to credit for teaching.
 - f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.
 - g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.
 - h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.
 - i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
 - j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.
2. Work Experience
- a. All years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to school psychologists, social workers, audiologists, and speech therapists. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

- b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.
 - c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.
 - d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
 - e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.
 - f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
 - g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.
3. JROTC
- a. It is understood the JROTC instructor will have retired from active military duty.
 - b. The following procedures shall apply to pay upon hire:
 - 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.

- 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.
 - 3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.
 - 4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.
- c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.
 - d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.
 5. Former employees who are re-hired, other than those who retired from the District, shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.
- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only

be retroactive to the beginning of the school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.

- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
 - 1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
 - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
 - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
 - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
 - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
 - 6. The teacher shall be entitled to Association representation throughout this procedure.
 - 7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.
- L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.
- ~~M. **Hazardous Duty Pay. Given the inherent risks of reporting to brick and mortar worksites during a pandemic or infectious disease outbreak, while unhealthy and unsafe conditions last bargaining unit employees will receive hazardous duty pay as follows:**~~

- 1. Classroom teachers working face to face and non-classroom teachers working face to face who are required to substitute or are assigned a group of students will receive \$1,500 per semester.**
- 2. Classroom teachers who are working LaunchEd@Home but are required to teach from school and other non-classroom teachers who work face to face with students will receive \$1,000 per semester.**

Appendix B

**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 October 2020, by and between the School Board of Orange County, Florida (SBOC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding bargaining unit salary increases for the 2020-2021 School Year.

Duration:

This memorandum shall commence effective from the date of ratification.

Scope:

WHEREAS, the parties came to an agreement regarding distributions of the Teacher Salary Increase Allocation Funds, as memorialized in the CBA and consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes, as follows:

1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.
2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.
3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).
4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).
- 5. ~~Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions.~~**

NOW, THEREFORE, it is further agreed as follows:

- 1. All members of the bargaining unit whose percentage increase is less than any salary increase received by any other OCPS employee for the 2020-2021 School Year, or who did not receive any other type of additional remuneration of any kind**

received by any other OCPS employee for the 2020-2021 School Year, will receive an additional increase of the percentage difference and the same additional remuneration, at the same time as the other OCPS employee(s).

2. If the State provides an increase to OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

This MOU expires June 30, 2021.

Dated this _____ of _____ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix C

APPENDIX A

**Salary Structure for Performance Pay
for Instructional Personnel Not Funded by the FEFP
(Prekindergarten Teachers)**

Open Range Schedule	
Minimum	Maximum
\$40,700 \$47,500 \$40,900	\$76,825 \$95,650 \$77,825

**Salary Structure for Performance Pay
for Instructional Personnel Funded by the FEFP
(All Instructional Except Prekindergarten Teachers and School Psychologists)**

Open Range Schedule	
Minimum	Maximum
\$40,700 \$47,500	\$76,825 \$95,650

- Non Degreed Registered Nurses: 3 years of work experience shall serve in lieu of a Bachelor's Degree.
- Adjuncts/Technical Adult: Placement at Level A and based on degree or its equivalent. The degree or its vocational equivalent is as defined in Article VIII, Section L.
- New hires shall be placed on the schedule at the same level as teachers with comparable years of instructional experience.

Salary Structure for Performance Pay for School Psychologists

Open Range Schedule	
Minimum	Maximum
\$56,250 <u>\$56,975</u> \$56,250	\$99,255 <u>\$100,525</u>

APPENDIX A-2 SUPPLEMENT SCHEDULE

ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$2,864~~ \$3,342 Specialist: ~~\$4,393~~ \$5,127 Doctorate: ~~\$5,793~~ \$6,760

In order to receive credit for advanced degrees, (Masters, Specialist and Doctorate) employees must provide an official transcript of record showing the award of the earned degree to Employment Services.

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

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 October 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

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

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

WHEREAS, Rule 6A-1.094121 provides that:

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

WHEREAS, Rule 6A-1.094121 also provides that:

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

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

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.

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

2. The five hours of instruction required by Rule 6A-1.094121 will be provided on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided content. Student generated written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of October, November, January, February and March.
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team for the purposes of providing input and feedback for consideration.
4. To offset the time required to be spent in preparation for Mental and Emotional Health instruction, **High School** teachers who deliver the session will be released with students on the day of their presentation **and the following Friday. Middle Schools teachers will arrive with students on the following day after their presentation.**
5. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.

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

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

This MOU expires June 30, 2021.

Dated this _____ of _____ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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

Appendix E

**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 ~~September~~ **October** 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to provide instructional personnel with the modified evaluation timelines and related processes for the 2020-21 school year.

WHEREAS, the parties recognize that we are under extraordinary circumstances as a result of the coronavirus pandemic.

NOW, THEREFORE, it is agreed as follows:

- ~~1. Teachers who have a 2018-2019 Instructional Practice score of 1.5-2.4 shall be placed in Category 2B for the 2020-2021 school year.~~

1. All observations conducted during the 2020-2021 school year will be scheduled at a mutually agreeable time between the evaluating administrator and the teacher.

- ~~2. Livestream observations shall be permitted for teachers that utilize the LaunchED@Home instructional delivery model.~~
- ~~3. This shall include live web conferencing for the completion of all formal observation pre and post conferences.~~ **both for teachers utilizing the LaunchEd and/or face to face instructional delivery models, will be permitted by mutual agreement.**
- 4. For those teachers utilizing both LaunchEd and Face to Face simultaneously, the teacher will have the discretion to only be observed and evaluated on one of those instructional deliveries.**
- ~~4. Livestream observations for teachers utilizing the face-to-face instructional delivery model shall be permitted upon a documented mutual agreement between the teacher and administrator.~~
- ~~5. This shall include live web conferencing for the completion of all formal observation pre and post conferences.~~
- ~~6. The following observation frequency requirements will be used:~~

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

- a. ~~Category 1 teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~2 informal observations~~
 - iii. ~~1 formal observation~~
 - iv. ~~2 evaluative Domain 4 observations~~
 - b. ~~Category 2A teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~1 informal observation~~
 - iii. ~~1 formal observation~~
 - iv. ~~1 non-evaluative Domain 4 observation~~
 - v. ~~1 evaluative Domain 4 observation~~
 - c. ~~Category 2B teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~2 informal observations~~
 - iii. ~~1 formal observation~~
 - iv. ~~2 evaluative Domain 4 observations~~
 - d. ~~No changes in the observation frequency requirements will be made for Category 3 teachers.~~
7. ~~Teachers who are assigned to the LaunchED@Home instructional delivery model may elect to be identified as a Category 2B teacher if they are currently assigned to Category 2A. Teachers shall communicate this to their administrator by the date established on the modified evaluation timeline.~~
8. ~~The modified evaluation timeline below will be utilized:~~
- a. **September 21:** ~~First day coaching observations may be conducted in iObservation. A coaching observation is required to be completed prior to any evaluative observations.~~
 - b. **September 30:** ~~Last day for teachers to be identified as Category 2B that began their assignment on 7/31/20; administrators should verify all teachers' categories.~~
 - c. **October 13:** ~~First evaluative observations may begin to be conducted. Teachers hired on, or after, this date are Temporary Contract. Temporary Contract teachers only require 1 formal & 1 informal observations in Domain 1 & are not required to complete the Deliberate Practice process.~~
 - d. **October 30:** ~~All Deliberate Practice Plans must be submitted by teachers in iObservation~~
 - e. **November 16:** ~~Last day for administrators to review Deliberate Practice plans, approving or providing feedback for the plans in iObservation.~~
 - f. **November 30:** ~~Last day for teachers to resubmit Deliberate Practice Plans that required revision in iObservation.~~
 - g. **December 1:** ~~Last day for Category 2A teachers to receive their first evaluative observation (formal or informal).~~
 - h. **December 7:** ~~Last day for Administrators rate Element "Developing a Written Growth & Development Plan".~~

- ~~i. **January 21:** Teachers hired on or after this date should be identified as a Category 4.~~
 - ~~j. **February 16:** Last day for non-evaluative Domain 4 observations to be completed for Category 2A and evaluative Domain 4 observations to be completed for Category 1 & 2B teachers. Last day for midpoint evaluations to be completed for Category 1 & 2B teachers.~~
 - ~~k. **April 1:** Last day for teachers to complete the Deliberate Practice process in Observation.~~
 - ~~l. **April 15:** Last day for administrators to rate Element "Monitoring Progress Relative to the Professional Growth & Development Plan".~~
 - ~~m. **May 1:** Last day for administrators to complete second semester Domain 4 observations. Last day for teachers to request an additional evaluative informal observation.~~
 - ~~n. **May 20:** Last day for Domain 1, 2, and 3 observations to be completed; administrators should verify that all observations have been completed.~~
 - ~~o. **May 21:** Last day to finalize Deliberate Practice plans and complete final evaluations for all categories of teachers.~~
9. All categories of teachers can request one additional evaluative informal observation by the date established on the modified evaluation timeline.
10. Teachers shall be able to request a conference to discuss their finalized Instructional Practice score with their administrator through May 26.
11. The Instructional Practice procedural error appeal request process shall be extended to June 30, 2020.

5. Before a teacher may be given a score of "Not Using," "Beginning" or "Developing," the assessing administrator shall meet with the teacher to provide instructional support and the teacher must've had an opportunity to increase the rating with a subsequent observation.

6. The following scoring method shall be used to determine the Deliberate Practice Score:

- Innovating = +.5
- Applying = +.4
- Developing = +.3
- Beginning = +.1
- Not Using = .0

7. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows:

Highly Effective: 3.0 to 4.0

Effective: 2.0 to 2.99

Needs Improvement/Developing: 1.3 to 1.99

Unsatisfactory: 1.0 to 1.29

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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.

The MOU shall expire on June 30, 2021. 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 School Board of Orange County, Florida:

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:

Wendy L. Doromal

President

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

Appendix F

**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 October 2020, by and between the School Board of Orange County, Florida (SBOC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding bargaining unit salary increases for the 2020-2021 School Year.

Duration:

This memorandum shall commence effective from the date of ratification.

Scope:

WHEREAS, the parties came to an agreement regarding distributions of the Teacher Salary Increase Allocation Funds, as memorialized in the CBA and consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes, as follows:

1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.
2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.
3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).
4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).
5. **Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions. Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions.**

NOW, THEREFORE, it is further agreed as follows:

1. **All members of the bargaining unit whose percentage increase is less than any salary increase received by any other OCPS employee for the 2020-2021 School Year, or who did not receive any other type of additional remuneration of any kind received by any other OCPS employee for the 2020-2021 School Year, will receive an additional increase of the percentage difference and the same additional remuneration, at the same time as the other OCPS employee(s). This provision excludes promotional increases within OCPS and any other increases due to an internal position change.**
2. If the State provides an increase to OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases **for the bargaining unit; including prekindergarten teachers not funded by the Florida Education Finance Program (FEFP).**

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

This MOU expires June 30, 2021.

Dated this _____ of _____ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix G

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

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

PURPOSE:

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

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

WHEREAS, Rule 6A-1.094121 provides that:

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

WHEREAS, Rule 6A-1.094121 also provides that:

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

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

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.

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

2. The five hours of instruction required by Rule 6A-1.094121 will be provided on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided content. Student generated written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of October, November, January, February and March.
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team for the purposes of providing input and feedback for consideration.
4. To offset the time required to be spent in preparation for Mental and Emotional Health instruction, **High School** teachers who deliver the session will be released with students on the day of their presentation **and the following Friday following their presentation. Middle Schools teachers will arrive at 9:00 AM with students on the following day after of their presentation and the Friday following their presentation.**
5. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.

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

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

This MOU expires June 30, 2021.

Dated this _____ of _____ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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

Appendix H

ARTICLE XIV

DUTY DAY

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

Employees may receive time off for voluntarily participating in school activities occurring outside of their regular workday.

- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.
- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle and high school teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. Post-secondary teachers shall have an average daily planning time of at least 50 minutes.

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

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

~~For additional common planning meetings, teachers will receive the 7th period supplement, based on the hourly rate of pay for an entry teacher with no experience.~~

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.
1. **The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, ~~where possible. The District will notify the Union of the reason a certified substitute was not provided within a week of the starting date of the long-term leave~~ where possible.**
 2. **In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute for another teacher, however, classified staff and ~~administrators-non-classroom teachers~~ should be used to cover classes prior to resorting to splitting classes. Instructional coaches, deans and resource teachers may be utilized to substitute for other teachers. A school's administrative staff shall not be required to be utilized as a substitute teacher.**
 3. **The definition of emergency is a sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation. Examples include, but are not limited to, a sudden unexpected and severe medical event at school, or when a teacher has a family crisis during the school day requiring his/her immediate attention.**
 4. **It is not an emergency when:**

- a. a teacher arrives late due to reasons such as illness, car problems, or traffic and misses less than a quarter day of work;
 - b. a teacher needs one or two period of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
 - c. a teacher leaves early due to a doctor's appointment;
 - d. a Kelly Services substitute arrives after the start of a work day;
 - e. teachers are released to attend professional development either off-site or on-site; or
 - f. Kelly Services, or any other third party contractor, is unable to fulfill school administration's request for a substitute.
5. School administrators are precluded from cancelling substitutes or changing a substitute's assignment and will be notified of such limitation on their authority.
7. Any instructional personnel required to split classes or substitute for another teacher will be compensated at the rate of \$10 per each 15 minute time period or portion thereof receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.

D. Media centers in all schools shall observe a flexible schedule.

E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.

1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.

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

- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.
- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
 - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
 - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
 - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.
 - c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact

days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.

2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020-21, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.
- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.

- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

Appendix I

**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 ~~September~~ **October** 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to provide instructional personnel with the modified evaluation timelines and related processes for the 2020-21 school year.

WHEREAS, the parties recognize that we are under extraordinary circumstances as a result of the coronavirus pandemic.

NOW, THEREFORE, it is agreed as follows:

1. ~~Teachers who have a 2018-2019 Instructional Practice score of 1.5-2.4 shall be placed in Category 2B for the 2020-2021 school year.~~ **Teachers who have a 2018-2019 Instructional Practice score of 1.5-2.4 shall be placed in Category 2B for the 2020-2021 school year.**
1. **All observations conducted during the 2020-2021 school year will be scheduled at a mutually agreeable time between the evaluating administrator and the teacher.**
2. Livestream observations shall be permitted for teachers that utilize the LaunchED@Home instructional delivery model.
3. ~~This shall include live web conferencing for the completion of all formal observation(s) pre and post conferences,~~ **both for teachers utilizing the LaunchEd and/or face to face instructional delivery models, will be permitted by mutual agreement, for teachers assigned to the LaunchED@Home and face-to-face instructional delivery models.**
4. **For those teachers utilizing both LaunchEd and Face to Face simultaneously, the teacher will have the discretion to only be observed and evaluated on one of those instructional deliveries.**
4. ~~Livestream observations for teachers utilizing the face to face instructional delivery model shall be permitted upon a documented mutual agreement between the teacher and administrator.~~
5. ~~This shall include live web conferencing for the completion of all formal observation pre and post conferences.~~

6. ~~The following observation frequency requirements will be used:~~
- a. ~~Category 1 teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~2 informal observations~~
 - iii. ~~1 formal observation~~
 - iv. ~~2 evaluative Domain 4 observations~~
 - b. ~~Category 2A teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~1 informal observation~~
 - iii. ~~1 formal observation~~
 - iv. ~~1 non-evaluative Domain 4 observation~~
 - v. ~~1 evaluative Domain 4 observation~~
 - c. ~~Category 2B teachers will receive:~~
 - i. ~~1 non-evaluative coaching observation~~
 - ii. ~~2 informal observations~~
 - iii. ~~1 formal observation~~
 - iv. ~~2 evaluative Domain 4 observations~~
 - d. ~~No changes in the observation frequency requirements will be made for Category 3 teachers.~~
7. ~~Teachers who are assigned to the LaunchED@Home instructional delivery model may elect to be identified as a Category 2B teacher if they are currently assigned to Category 2A. Teachers shall communicate this to their administrator by the date established on the modified evaluation timeline.~~
8. ~~The modified evaluation timeline below will be utilized:~~
- a. ~~**September 21:** First day coaching observations may be conducted in iObservation. A coaching observation is required to be completed prior to any evaluative observations.~~
 - b. ~~**September 30:** Last day for teachers to be identified as Category 2B that began their assignment on 7/31/20; administrators should verify all teachers' categories.~~
 - c. ~~**October 13:** First evaluative observations may begin to be conducted. Teachers hired on, or after, this date are Temporary Contract. Temporary Contract teachers only require 1 formal & 1 informal observations in Domain 1 & are not required to complete the Deliberate Practice process.~~
 - d. ~~**October 30:** All Deliberate Practice Plans must be submitted by teachers in iObservation~~
 - e. ~~**November 16:** Last day for administrators to review Deliberate Practice plans, approving or providing feedback for the plans in iObservation.~~
 - f. ~~**November 30:** Last day for teachers to resubmit Deliberate Practice Plans that required revision in iObservation.~~
 - g. ~~**December 1:** Last day for Category 2A teachers to receive their first evaluative observation (formal or informal).~~
 - h. ~~**December 7:** Last day for Administrators rate Element "Developing a Written Growth & Development Plan".~~

- i. ~~January 21:~~ Teachers hired on or after this date should be identified as a Category 4.
 - j. ~~February 16:~~ Last day for non-evaluative Domain 4 observations to be completed for Category 2A and evaluative Domain 4 observations to be completed for Category 1 & 2B teachers. Last day for midpoint evaluations to be completed for Category 1 & 2B teachers.
 - k. ~~April 1:~~ Last day for teachers to complete the Deliberate Practice process in iObservation.
 - l. ~~April 15:~~ Last day for administrators to rate Element “Monitoring Progress Relative to the Professional Growth & Development Plan”.
 - m. ~~May 1:~~ Last day for administrators to complete second semester Domain 4 observations. Last day for teachers to request an additional evaluative informal observation.
 - n. ~~May 20:~~ Last day for Domain 1, 2, and 3 observations to be completed; administrators should verify that all observations have been completed.
 - o. ~~May 21:~~ Last day to finalize Deliberate Practice plans and complete final evaluations for all categories of teachers.
9. All categories of teachers can request one additional evaluative informal observation by the date established on the modified evaluation timeline.
10. Teachers shall be able to request a conference to discuss their finalized Instructional Practice score with their administrator through May 26.
11. The Instructional Practice procedural error appeal request process shall be extended to June 30, 2020.

5. Before a teacher may be given a score of “Not Using,” “Beginning” or “Developing,” the assessing administrator shall meet with the teacher to provide instructional support and the teacher must’ve had an opportunity to increase the rating with a subsequent observation.

6. The following scoring method shall be used to determine the Deliberate Practice Score:

- Innovating = +.5**
- Applying = +.4**
- Developing = +.3**
- Beginning = +.1**
- Not Using = .0**

7. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows:

Highly Effective: 3.0 to 4.0

Effective: 2.0 to 2.99

Needs Improvement/Developing: 1.3 to 1.99

Unsatisfactory: 1.0 to 1.29

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

The MOU shall expire on June 30, 2021. 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 School Board of Orange County, Florida:

For Orange County Classroom Teachers Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix J

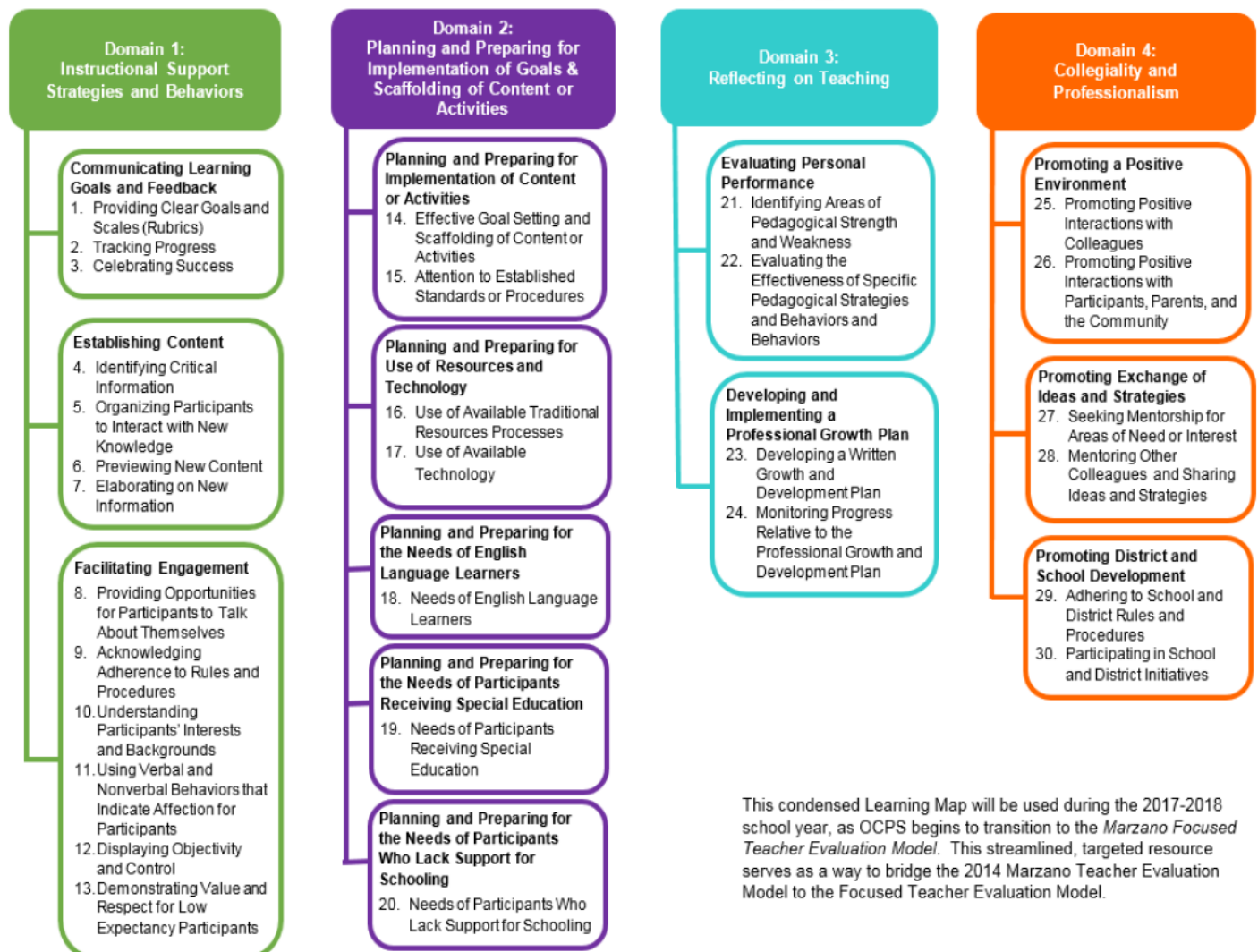
MEMORANDUM OF UNDERSTANDING #10
Moving School Counselors and SAFE Coordinators to
Non-Classroom Learning Map
Evaluation Manual – Appendix B
September 30, 2020

APPENDIX B

Learning Map for Non-Classroom Personnel

Audiologists, Behavior Specialists, Diagnosticians, ~~District~~ Staffing Specialists,
Mental Health Counselors, Psychologists, Social Workers, Testing
Coordinators, ESOL Compliance, School Counselors and SAFE Coordinators

2017-2018 Streamlined Evaluation Model for Non-Classroom Instructional Personnel
Learning Map



This condensed Learning Map will be used during the 2017-2018 school year, as OCPS begins to transition to the *Marzano Focused Teacher Evaluation Model*. This streamlined, targeted resource serves as a way to bridge the 2014 Marzano Teacher Evaluation Model to the Focused Teacher Evaluation Model.

MEMORANDUM OF UNDERSTANDING #10
Moving School Counselors and SAFE Coordinators to
Non-Classroom Learning Map
Evaluation Manual – Appendix B
September 30, 2020

STATUS: As of _____, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix K

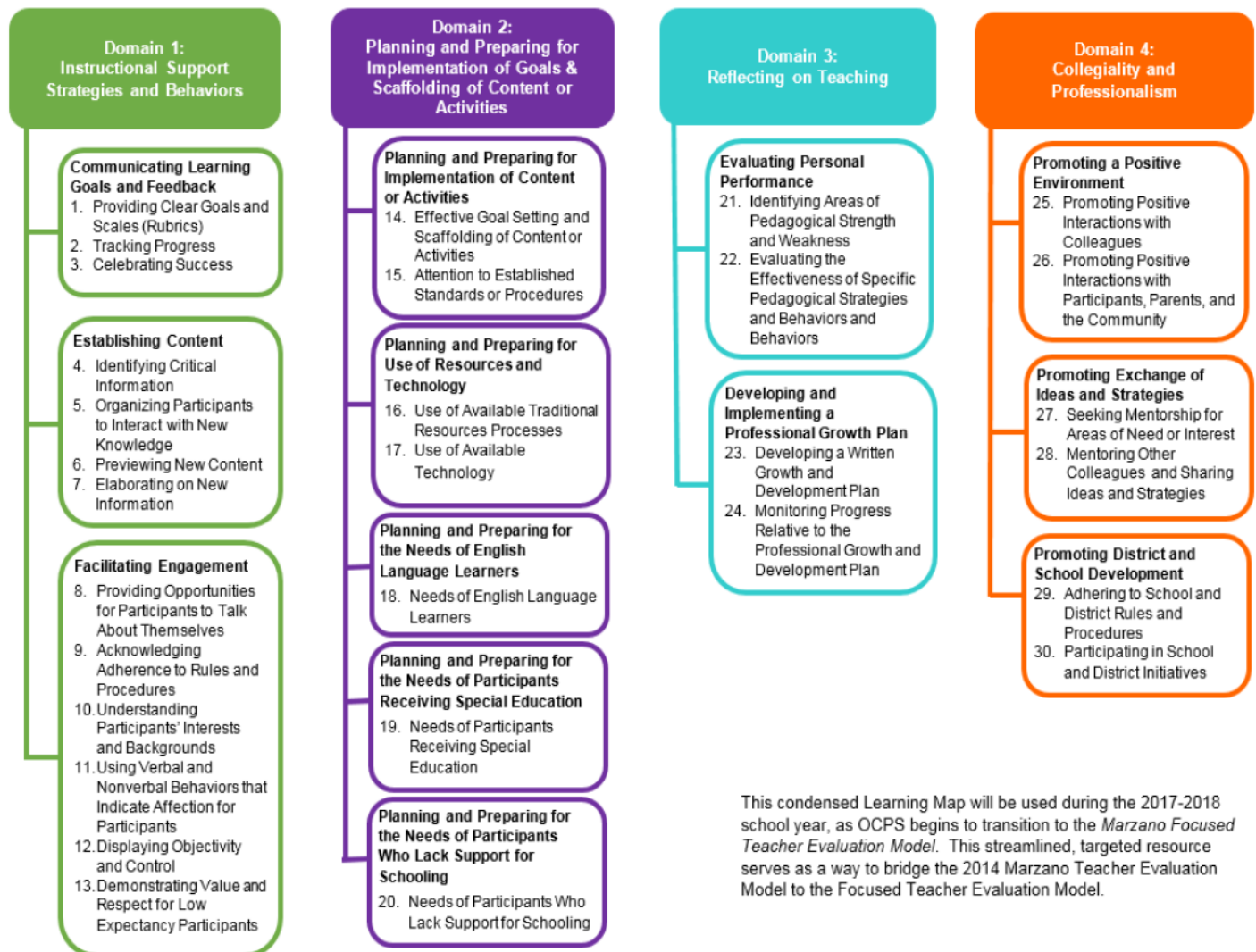
**TENTATIVE AGREEMENT #6 – Moving School Counselors and SAFE Coordinators
to Non-Classroom Learning Map
Evaluation Manual – Appendix B
September 30, 2020**

APPENDIX B

Learning Map for Non-Classroom Personnel

Audiologists, Behavior Specialists, Diagnosticians, ~~District~~ Staffing Specialists,
Mental Health Counselors, Psychologists, Social Workers, Testing
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**TENTATIVE AGREEMENT #6 – Moving School Counselors and SAFE Coordinators
to Non-Classroom Learning Map
Evaluation Manual – Appendix B
September 30, 2020**

STATUS: As of _____, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President