

# MINUTES

CTA CBLT

Via Zoom

October 29, 2020

## In Attendance

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

## Additional Attendees/Guests

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

## Minutes

<b>Wendy Doromal</b>	I have an opening statement I would like to read.
<b>Jim Preusser</b>	I still have some more people to join. Please give me a moment.
<b>Wendy Doromal</b>	Good morning everyone. We are here once more at a bargaining meeting where we find ourselves unable to effectively bargain because the District has once again failed to follow through with agreements. The District agreed to provide counters and responses well before the meeting so we could review them. When did we get the information? At 8:55 pm last evening. The excuses, the calculated delays are deliberate acts to obstruct our ability to effectively bargain on behalf of every member of our bargaining unit has become intolerable. It is difficult to sit at the table where the District has intentionally made sure that the two sides are extremely unequal partners. OCPS has created a school district where teachers and other instructional personnel are treated as disposable, replaceable labor units. It has created a top-down authoritative system in which school and district administration and management have been strategically placed in an upper class within OCPS. All other employees are beneath them. In every manner possible, they are routinely and purposefully denied respect, dignity, gratitude, value and appreciation. The District has made it <u>very</u> clear that the members of our

bargaining unit will receive crumbs from this table, while the District administrators and management receive full meals with multiple desserts. Desserts like 25.41% retirement package that costs taxpayers \$6M a year or \$100,000 a week. One hundred thousand a week goes to over two hundred OCPS elite who are given this bonus at the expense of every lower class employee in the District-made class system. Even though OCPS has the second largest fund balance among all school districts in the state it has refused to spend \$200,000 to raise VPK teachers to \$47,500. Other Florida school districts with far less money in their reserve accounts have reached deep into their pockets to spend millions to give their teachers more equitable pay raises. District leaders refuse to expedite impasse to bypass the Special Magistrate to ensure teachers have the peace of mind that they are working in safe schools. This District certainly gives the impression that it doesn't give a damn about its employees' peace of mind, health or safety. How did OCPS respond when asked about the number of teachers resigning or retiring because they feel unsafe at their worksites, feel under-appreciated and disrespected and manipulated the data to downplay the numbers? It reported numbers from 2019 to include two more weeks than those this year. According to your own school board records there have been 558 members in our bargaining unit who have resigned or retired since July 1. But instead of saying that you regret that these great teachers are leaving, you will take steps to make them feel safer, you will start to listen instead of talking at them. The message from OCPS was "we have only 29 more resignations than we had last year." Your heartless message was received loud and clear by every member of this bargaining unit. There are 558 teachers who have resigned this year and the District has stated that they will not hire more because there are 6,000 students have left the District. That leaves hundreds of thousands of dollars the District is saving yet it cannot find \$200,000 to include VPK teachers in salary raises to \$47,500. Elizabeth P. from Cypress Springs High School recently resigned. She stated, "It was a difficult job already. And then during the pandemic they refused to listen to any of us, to any of our suggestions and instead went full steam ahead with a plan that we all said was not going to work." Is she just another number to you? Ashley Craig from Riverside Elementary School wrote: "After five years of working at OCPS as a 5<sup>th</sup> grade teacher I am walking away from education. I do not make this decision lightly. Education is my passion. I love teaching and inspiring. I always want to know that what I do matters. I am walking away from education for many reasons. I wish I could say it is mostly the money. It isn't. Although this will be the assumption. I'm walking away because I am not valued as a professional. I am expected to give until I break. My students deserve a happy teacher. I work over 50 hours a week with only 37.5 hours pay. I am really good at what I do which means I get thrown all the work. The politics of education have taken over the relationships of education. Children are viewed as test scores and data points not individuals. Imagination is not valued or fostered. The way we teach isn't appropriate for children's abilities. I am evaluated and paid on proficiency of students. There are empty promises from the District. Classrooms are not cleaned. Children are not disciplined. Time is not given to prepare. My lessons are dictated and often ineffective. There is little reward for the effort given. I am consistently pouring from an empty bucket. The District does not value my work and knows I

	<p>am replaceable. So I will stop giving all I have. Tomorrow they will hire someone new. It's a hole that can be filled. Like my students I am a number, a data point, not an individual. I am heartbroken to leave this profession. However I want my students to know they should value themselves. They should put their needs first and seize the opportunity when it presents itself. October 29 I will be teaching my last lesson, giving my last hug to my students and saying my last have a good weekend. I will have the last parking lot conversation with colleagues and mentors. This will be very difficult, but I am looking forward to the new opportunity. I am honored to have been nominated as Teacher of the Year. I am grateful to have made so many great friends. I could not imagine a better group of hard working people to be around. But at the end of the day we all deserve better than this. Until the government can see the value in public education I will take my skill set and become a master in another craft. This is a bittersweet moment. I am excited for my next challenge and opportunity. I know my worth and I am tired of not being valued for what I bring to the table. In the midst of a chaotic year we are treated as though this is business as usual. This is not normal for anyone. I look toward exciting new challenges and a new company. In the meantime, please hug a teacher tight. They need it." That is the end of her statement.</p> <p>But no teacher should expect hugs, fairness or appreciation from any District leader or anyone at this table. Any hugs they receive will come from parents and the public.</p> <p>The CTA team will now go back to caucus to continue looking at the counter proposals you sent last night to prepare responses. We don't require you to go over your proposal line by line. We got the District's message loud and clear from the written words and from reading between the lines. Thank you.</p>
<b>Jim Preusser</b>	You brought us here to read your opening statement? And you are going back to caucus? I specifically asked you if you needed more time and you said no. I asked Lucia if you needed some more time this morning.
<b>Lucia Piva</b>	I think Mark wanted to say something too.
<b>Jim Preusser</b>	Hold on. If you guys are not going to communicate to me and tell me that you need more time then that is completely inappropriate.
<b>Lucia Pivaq</b>	We did not need any more time before getting on the Zoom call.
<b>Jim Preusser</b>	You did not need any more time before getting on the Zoom call but you wanted to read your opening statement and go back to caucus. That's nice. Ok, if that is the way you guys are going to do it, if that is how you want to bargain, to give your opening statement, you don't want us to go through the proposals with you. I gave you the proposals yesterday. Yes you have had them since last night...
<b>Wendy Doromal</b>	8:55 P.M.!
<b>Jim Preusser</b>	But Wendy, if you needed more time...
<b>Wendy Doromal</b>	NO! Let me speak!
<b>Jim Preusser</b>	No, you just went on for 15 minutes. I get to speak a little, please. You asked for a lot of information, we sent you eight different documents, all the RFI information...

<b>Wendy Doromal</b>	Last week you told us you would give it well in advance, all the counter proposals. You gave it to us at 8:55 last night. And you are going to chastise us?
<b>Jim Preusser</b>	If you needed more time... I'm not chastising anyone. What I am getting to is that Lucia and I spoke last night and she said you might need more time. I said that if you needed more time let me know and she said she would do that. I specifically texted you around 9:30 to ask if you needed more time. You said, no we don't. Then we get on the call and you read your opening statement and you want to go right back into caucus. Maybe it would be best if you go back to caucus. Because I am not going to be yelled at. I gave you the proposals and the RFI information. Let's just go back into caucus and you can let us know when you want to come back.
<b>Wendy Doromal</b>	No, we are going to finish right here! I am going to respond to you, Mr. Preusser. #1: You told us last week that you would give proposals and information in advance of this meeting so we would have time to review them. You did not do that. You always tell us that you are going to do something and you miss your deadline. We cannot effectively prepare to bargain. When we get a proposal at 8:55 at night, of course we are going to have to caucus. And now I would like for Mark to say something.
<b>Jim Preusser</b>	It's three proposals, period. It is not the first time you seen them. There are no substantive changes to the proposals.
<b>Wendy Doromal</b>	Yes, there absolutely is. In fact on one of the proposals, you changed it so the District would have thirty days to respond. Which would mean we couldn't even file a grievance during that time because it has to be filed in twenty days.
<b>Jim Preusser</b>	Ok, then change it to twenty days, that is not why it was changed. It was changed because nothing is centralized at the school district. Those specific issues that you are bringing up, relevant to substitutes have to do with a decentralized situation. Schools are decentralized. So, if there is an issue with a specific school or schools. Listen, I'm not going to go back and forth on the proposal because apparently you have not reviewed them. If you haven't reviewed them, then why are we talking about it? Go to caucus, that is what I am going to do. If you have words that you want to say Mark, you can say them when we return. We are going to caucus. Thank you.
CAUCUS (From 10:19 AM to 12:30 PM)	
<b>Jim Preusser</b>	Ok Wendy, we are all on, are you ready to start?
<b>Wendy Doromal</b>	Sure.
<b>Jim Preusser</b>	<p>What I would like to do is to go through the proposals I sent to you. We are open to questions from you or what you want to do after that. There are three proposals. One of which has not really changed since the last time we spoke and the others have very de minimus changes. LeighAnn, bring up the MOU on Salary. Thank you.</p> <p>In #5, we put our language back in. VPK is not funded in FEFP, and are not included in the statute, however, we speak to them in #2 in the next section of changes.</p>

Back to #1: This is the “me too” language. In the “me too” language, this language remains the same. If there is an increase that exceeds 1.27% the union would be able to receive the difference. This excludes promotional increases. #2: If there is an increase in any funding in the 20-21 school year, we will come back and talk about all teachers including the VPK teachers. I want to speak to what the average increase is for the bargaining unit. Obviously, the 109 VPK teachers are not included as the House Bill is written. From an average increase perspective, this is a 4.5% average increase for the bargaining unit. Obviously you have some teachers on the higher end receiving a 16% increase and those on the lower end, receiving a 1.27% increase. If you recall, last year we had an average increase of 5.55%. As it relates to the categorical dollars, there are no increases for any other employees in the District. That would go for any administrators or any other bargaining units. Teachers are the only ones getting a raise that falls in the categorical funds. That is our position. I know you have mentioned the \$200K, but as I have told you before, we are not giving any raises with any monies outside of the categorical funds.

For the record: the first step as outlined in House Bill 641 is that the Board has to approve the plan. Our intention is to get it to the Board sooner than later so the Board can approve it and send it to the state. The sooner we can reach agreement, the sooner we can distribute the funds.

Let’s move to the next proposal: I will turn this over to Stephanie Wyka. The changes are in blue. I think we have some agreement.

Evaluation:

#1: we agreed with striking it out. #3 grammar changes only.

#4: We struck the language because this is a concern of equity for all of our students. We have to ensure that we are supporting all students, your proposal has the possibility of excluding some student groups since 40% are taught from LaunchED at home. Let’s say a high school teacher has 20 students at home on Launch ED and 5-8 students face to face. This would mean that 40% of a teacher’s score would be based on 5-8 students. That leads to some equity concerns as to all of our student groups being supported.

Page 3, #5: The language counter proposed by the Union would in effect be a violation of FS 1012.34. It would prevent all administrators from providing any ratings below applying. It would score at 3.3 and all teachers would be Highly Effective.

We are proposing that teachers request one additional observation, the lowest is dropped. A comparison of average scores received currently this year versus last year shows the average score is higher than last year.

#6: In running the modeling for these new scores, we could not guarantee a score at each of the ratings and we have to show that it is possible to have scores at each rating...Highly Effective, Effective, Developing/Needs Improvement and Unsatisfactory.

<b>LeighAnn Blackmore</b>	<p>Next proposal is Duty Day: Look at page 3, Section C.</p> <p>Long-term certified substitutes for non-instructional personnel. The way it was written is that we have to find a substitute even if it is not possible, so we added the words “where possible.” To the next piece of language, “Upon request from the Union, we will give the reason that there is no long-term substitute within 30 days.” We would be happy to talk about the 30 days to address your concerns. We do need some amount of time to survey 200 schools.</p> <p>The next section has to do with the settlement agreement on splitting classes.</p> <p>#1: agree with your counter</p> <p>Section 3b—grammar change only</p> <p>Section 3f: this language was not in the current settlement agreement. No Kelly sub <u>is</u> an emergency. We can’t agree with this.</p> <p>#5 and #7 we agree. #7 would address all classroom personnel. If we have non-classroom teachers covering a class, they would be eligible for the same compensation as the classroom teachers.</p>
<b>Jim Preusser</b>	Go back to #1. Clarify why the last two sentences are struck through for the record.
<b>LeighAnn Blackmore</b>	In the settlement agreement, it identifies classified staff and non-classroom teachers and it would appear that the strike through is the definition of a non-classroom teacher and this is fine because this would include all non-classroom teachers. And, there is a strikethrough of administrators who are not required to substitute. With the strikethrough of administrators above, we are ok with this strikethrough as well.
<b>Jim Preusser</b>	Thank you. We wanted to get these three proposals across the table. Do you have anything to share?
<b>Wendy Doromal</b>	<p>Yeah, I have a response. You’re asking us to divide and exclude teachers from the salary deal. You are blaming the state but it is the District who can decide if they can give \$211K to the bargaining unit. Some districts with much lower fund balances have chipped in money to include all their teachers. Meanwhile the District is saving well over \$211K every week from salaries it is not currently paying from 611 teachers who have resigned or retired with the majority citing safety concerns amidst the pandemic. Additionally, the District continues to spend over \$100K every week to fund the 25.41% retirement package for roughly 200 OCPS administrators at the expense of all other employees. Due to the Florida pay structure which has been mandated by Tallahassee, VPK teachers may never be able to catch up with the losses if they are not included in this year’s raises. It is unacceptable to leave these essential and certified teachers behind. We cannot accept a proposal that excludes any educators. The District continues to turn its back on teachers in an attempt to divide its workforce. This has left OCCTA no choice but to take the next legal step by declaring impasse.</p>
<b>Jim Preusser</b>	You are declaring impasse on all 3 proposals?

<b>Mark Richard</b>	No Jim, we want to make this very clear. It is my understanding that we have separated main table from impact bargaining. We are only talking about main table, which as you know is duty day, wages, etc.
<b>Jim Preusser</b>	Aside from Evaluation or anything else that has been identified as impact bargaining, you are declaring impasse.
<b>Mark Richard</b>	<p>Other than things that are impact bargaining, correct, we are declaring impasse. Let me say why for a second. I am sorry to see you hung up on us. We perceived that you hung up on us, I will use my words carefully. This decision on impasse was decided on the break, it was not pre-thought. So after we were hung up on, or our perception, we agreed on the sooner the better. And the reason we think the sooner the better is that we just can't get there. We believe that the teacher voice should be heard and the teacher voice is that no teacher can be left behind. You can't deal with the life and mind of a child and ignore our certified teachers that are part of our Voluntary PreK Program. We fought as citizens of this state and as educators along with our national and state along with this local organization that PreK was a critical part of education. We are facing a pandemic, we are facing stress that has never been encountered by an educator. These different modalities, the amount of hours, trying to adapt to remote learning, all these things are unbelievable. Your district can't hide behind the house bill. It has the ability, if it so chooses, to bring in additional funds to say to our teachers, we hear you. We won't divide our teaching core. That amount of money is insignificant and pales in comparison to the fund balance. And that is a statement coming from the District that we are rather struck by. Because the government made a mistake, and I understand it, and left these folks out another government is going to say we don't care? Let's take minimum wage. The District pays people more than minimum wage, don't hold all employees to it. The Superintendent holds us better than that; we are a model. I find it very convenient to say we are not going to be the model, we are not going to look at other districts that have gone the extra mile. We are going to just rely upon the house bill? The house bill does not have a sentence that says you can't do more. You have said no to our request of a small amount of money to keep the esprit de corps. We are trying to collaborate with you so that all educators are shoulder to shoulder. We ask you to please not divide us. We are not going to leave our PreK teachers behind. Not even the administration agrees with it, but they are silenced right now. And then you say only substitutes "when possible". Our experience is that "when possible" means never. It means that we don't have to manage ourselves to find substitutes because we have a way out. And because of public records for which we had to sue, to so many things, we are starting to feel, our perception that this is a district that does the minimum and is an expert is weaving out of commitments. It is a kabuki dance that does not speak well of you during a pandemic. It never speaks well to a public school system.</p> <p>We are not even arguing the money, the state's raise, any more. We are just arguing that we don't want a school system that turns their back on these folks. This is sad. What do we do when we perceive the District is not hearing our voice? What do we do when this is taking too long? What do we do when we want to do as you said, the sooner the better? We need to get money into folk's hands. They have bills to pay. The stress is unbelievable. What do we do to get you to see that this division</p>

	<p>is unacceptable? It doesn't matter that it is only 111 teachers, we won't leave these 111 teachers behind. What do we do when we don't see collaboration? We go to the law in Chapter 447.</p> <p>We have hit impasse and we have to go to the School Board. We will call you and see if you really meant it, to get sooner than later.</p> <p>Under CH 447, we regrettably declare impasse. It is now in hands of school board members.</p>
<b>Jim Preusser</b>	<p>It is unfortunate that you have not been to many of these sessions because you would have heard what my position was from the beginning. Clearly, no one else in the District are getting raises but teachers. That would be administrators; that would be OESPA. The only folks that are getting increases are doing so with the dollars from the categorical, which would be the teachers. I have stated that multiple times at this table. It might be the first time you have heard it.</p> <p>In terms of hanging up on you, no one hung up on you. You said you were going to caucus. So I allowed you to go to caucus. Let's make sure that we clear that up.</p> <p>I just want to reiterate to everyone, and maybe you all have not been paying much attention to what is going on in Central Florida, but there were 700 actors laid off from Disney yesterday. I worked there for twenty years. I know many of the people who have been laid off there. Disney drives a lot of this state's revenue. I have told you all a couple of times that the State has told us of a possible \$63M shortfall. You all know what our unassigned fund balance said. We have already told you those numbers: \$92M. We have to hold \$50M for contingency. That leaves us with around \$37M left. And the \$63M shortfall doesn't take into account the student shortage. We have slightly less than 7,000 students not in their seats. So we are now close to around \$100M in the hole. We don't have the money to cover that. So, help me understand, I would love to understand the logic and you said we couldn't leave any one behind, but we are not giving money to anyone else outside of the categorical money. Because if we have a shortfall, we are going to try to save jobs. Plain and simple, we are going to try to save as many jobs as we can. But yet, you want me to tell the Superintendent and the Board to find some money for the VPK teachers. Over 14,000 teachers are getting an increase. No one else in the District is getting an increase. And I've already told you what the average percentage increase is. It is 4.55%. I can understand your position. And yes, I am going to point my finger at Tallahassee. I didn't write House Bill 641, but I am abiding by it. And that is evident by the way I reached out to them several times. You have been copied on the emails. I sent them to you. I tried to figure out ways to identify funds within the confines of House Bill 641. There is no way to identify funds above and beyond for the VPK teachers. And that is where we are.</p> <p>However, we have written a MOU to come back to the table. I do not know what the Governor is going to do. I don't know what the Education Commissioner is going to do. I don't know what financial state of affairs are going to be come January 1. I don't know, the Superintendent doesn't know, the Board doesn't know. So at the end of the day for us, it's what is the future going to hold. If we can save as many jobs as possible, then that is what the Superintendent and the Board is going to do. I understand that you may disagree with our philosophy, and that's</p>



	<p>fine. So now that you have declared impasse, we can move on, if that is where you really are.</p> <p>We have done due diligence, we have done everything we could. We have shared as much information as we could with you. You keep bringing up the senior management pension. That's been here for many, many years. Well before I was here. We provided you all that information. As far as the senior management pension is concerned, yes, we have many principals on there. We have done our reassessment for the five year period. Principals are eligible for that pension plan. We are not going to change that. That is our position on that. Now, how would you like to proceed?</p>
<b>Wendy Doromal</b>	<p>I would like to respond to some of the things you said. Yes, we heard you loud and clear, Jim. We heard you say that this District with the second highest fund balance in the state, won't chip in \$211K to include all members of the bargaining unit. We heard you. We know that other districts with very small fund balances have chipped in millions of dollars to make it equitable. It is your decision not to do that. It is critical we include them. This is the only year we can. Next year we will be under pay for performance and these teachers will be stuck behind. No one will take those jobs because it will be at a lower pay level. As to the 25.41%. How dare you misinterpret that! You get that raise, you get that bonus because this District, this District made the decision to give it. To say that you have done it for many years just shows how much money you have taken away from other people, other programs and students. There is no other district in this state where 200 people get that pension. None. There are none that even comes close to getting that much money. The decision can be made to give it, and it can be made to take it away. It is not something because you did it that way for so many years that you must continue it. Again, I'm not done, we did hear you. You made the decision that you don't want to give any money to this section of the bargaining unit. So own it. That is why we can't sign an agreement, it is so unfair. Other districts are digging deep into their pockets for teachers who are going through so much. You guys always want to pretend it is normal times. It is not normal. The evaluation proposal that you gave is a slap in the face to teachers working extra hours and doing unreasonable things for the kids every day.</p>
<b>Jim Preusser</b>	Can I talk or are you finished? Are you finished Wendy?
<b>Wendy Doromal</b>	I have nothing else to say to you.
<b>Jim Preusser</b>	<p>As it relates to the senior management pension there is no increase or bonus so I am not sure to what you are referring. But as it relates to the shortfall, that is actual and factual. If a shortfall does hit our District in the manner in which I described, our District will do everything we can to keep jobs. That is the bottom line. That is the Superintendent's and the Board's position. That is evident in that no one else is getting a raise in this District. How would it be financially prudent for this organization to find more money for your bargaining unit, but no money for anyone else and then three months from now lay off employees?</p>

<b>Wendy Doromal</b>	611 teachers have retired or resigned. You have all that money. You are not rehiring teachers right now. You are just putting more and more students into teacher's classrooms. It's not true that you don't have that money. You can give OEPSA \$211K too. It is your choice. Own it! Own your choice.
<b>Jim Preusser</b>	I am not disowning it, I don't know why you keep saying that. Ok, it sounds like we should end for the day. Is there anything else for the day?
<b>Mark Richard</b>	Yes, two things real quick. I think it is offensive for you to imply that Wendy and this workforce doesn't understand what it going on in the world. They understand more than anyone. They were on the front lines when no one listened about opening schools. I watched when your District talked in circles about how they didn't know what was safe and what is not. We don't need to be lectured to...
<b>Jim Preusser</b>	Neither do I, Mark. You are talking about the magistrate and that is sitting with the magistrate. You are talking about the reopening.
<b>Mark Richard</b>	I am talking about the hell this workgroup went through trying to get the simple things done on health and safety with CDC. The surge coming back. We are concerned that the process over health and safety while the surge is coming is still tied up with the magistrate.
<b>Jim Preusser</b>	Mark we are not here to talk about that today. If you want to talk about it, maybe we should bring it up in a different forum. I know you are on FaceBook Live. This is not appropriate.
<b>Mark Richard</b>	What I am saying is that whole process is an illustration of a process taking too long. So what we are doing today is declaring impasse to move it onto the Board. We want to move this to the Board ASAP. Impasse is on main table issues only. We are going to call you offline to see if the District means what it says, and we are willing to skip all steps. It's a failure. We can't resolve it. We can skip magistrate's non-binding decision which adds 3-4 months to the process. We are reaching out to you to see if we can speed this up. We can always settle between now and then. Let's lower the temperature and get there.
<b>Jim Preusser</b>	Send your position as to what you want to do to my legal counsel, to John Palmerini, and copy me.
<b>Mark Richard</b>	Wendy , is there anything else?
<b>Wendy Doromal</b>	No.

# Appendix A

**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 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 ~~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, or a combination of the 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. 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 and may choose which delivery model to be evaluated on.~~



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. The assessing administrator shall change an informal or formal observation to a coaching observation before giving any rating lower than “Applying.” The teacher will receive instructional support and must have had an opportunity to increase the rating with a subsequent observation.~~

5. Teachers shall be able to request one (1) additional informal observation in either the first semester or the second semester, in conjunction with the existing provisions outlined in Article X.C.3.b. If additional informal observations are completed, the parties understand that the lowest informal observation is dropped from the instructional practice score calculation.

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

- ~~• Innovating = 1.5~~
- ~~• Applying = 1.4~~
- ~~• Developing = 1.3~~
- ~~• Beginning = 1.1~~
- ~~• 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 C

## **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 7<sup>th</sup> 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.

~~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** where possible. **and Upon written request from the Union, the District will notify the Union of the reason for not providing a long-term certified substitute within two weeks thirty (30) duty days of the written request where not possible upon written request from the Union.**~~

1. ~~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.~~~~
2. ~~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.
3. 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 periods 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. 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 bargaining unit member 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.