

MINUTES

CTA CBLT

Via Zoom

September 24, 2020

In Attendance

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

Additional Attendees/Guests

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

Minutes

Jim Preusser	Good morning Wendy. My team is joining. How would you like to proceed?
Wendy Doromal	We thought we should start with Mental Health and then Evaluation and then go ahead with salaries.
Jim Preusser	Sounds good. You have our proposals we submitted to you on September 15 th on Mental Health and Evaluation. I'll let you go ahead and speak. Thank you.
Maribel Rigsby	Start with Mental Health and Matt and Mary Grace are going to speak to it.
Mary Grace	Going to share a screen.
Lucia Piva	There is a counter proposal and we are going to share it. (See Appendix A)
Jim Preusser	Please email it to us.
Lucia Piva	It should be in your inbox now. I will share it on the Zoom screen. We had passed a proposal regarding the Mental Health back in May, and this is based off of that. The strikethrough you see is the difference in that proposal and this.
Jim Preusser	Can I ask a question? Are you working off the proposal we gave you? I don't think you are.
Lucia Piva	No, I we are working from the proposal we passed across last May. This is CTA 2.0. We can talk about the discrepancies between this one and yours.

Jim Preusser	I am just curious why you would not work off of our last proposal, but go ahead.
Lucia Piva	You all didn't work off of our proposal?
LeighAnn Blackmore	Yes we did when we prepared the counter we gave to you on Sept 15 th .
Lucia Piva	The one I saw that you all sent, was different. Resend it to me, I might have seen the wrong one. But, if that is the case you will see what we have done to identify the differences.
Jim Preusser	Go ahead.
Mary Grace	Thank you for sending the training power point and the sessions you have so far. I think the videos are well done. Eager to hear the entire voiceover. I was concerned to hear that the training video said for teachers to watch the session video the day before so, when I think of taking time out of the teacher's day, it will be about 45 minutes to review the video.
Mary Bridges	I think that it doesn't have to be the day before the presentation, but it should be reviewed before the presentation.
Mary Grace	Either way, teachers don't have an extra 45 minutes. It's something we need to discuss.
Matt Hazel	I want to speak to conditions as they were last year and to the materials this year. The point I was going to make is while this is more concrete this year, teachers still do need to spend time ahead of time preparing for this which is additional planning time. And then, last year after the additional time reviewing responses, which cuts into the time for our other duties. Several times, I was in classes with students I didn't know and had never formed a relationship and was required to discuss some heavy subject with them that were outside of my area of expertise. And, in one situation I was outside of my language with a Spanish speaker in the class. Going through this proposal, bear in mind that this all comes from genuine and real concerns from teachers on the ground.
Wendy Doromal	Mary and Jim, do you want to say anything about this or do you need more time to look at it?
Jim Preusser	I would like for you to walk us through the proposal.
Wendy Doromal	Lucia Piva is trying to make it conform to your last counter.
Maribel Rigsby	<ul style="list-style-type: none"> • Mental and Emotional Health education shall be provided by qualified mental health professionals. • 5 hours of instruction shall be provided online on 5 separate days. • Curriculum will be reviewed by the OCCTA bargaining team. • Teachers will receive compensatory time for all time spent in preparing for this instruction.

Jim Preusser	<p>Just a few comments. Thank you, Maribel. It appears that you are reverting back to your initial position. We gave you the same proposal on Sept 15th as we had in May so our position has not changed either.</p> <ul style="list-style-type: none"> • On the first point about qualified mental health professionals, we have stated to you several times that we need all of our instructional personnel to do this, we don't have the numbers of mental health professionals to do what is required by the statute. • 2nd point, we had many meetings about this topic, and one of the suggestions you gave us was to spread out the classes. What we did is that we incorporated 5 separate months for this and it looks like you have added back in that you want it to be done online only. • You added new language around compensatory time. <p>Those things are non-starters for us, especially #1.</p>
Mary Bridges	In #2, the last sentence where it says that teachers will review student responses, any time we ask students to write anything it is for their own personal use. It does not need to be reviewed anymore so that won't be necessary now.
Wendy Doromal	They won't be turning in work, will they?
Mary Bridges	No. It is a self-care plan.
Wendy Doromal	So all the teachers would be doing is showing the video?
Mary Bridges	They would be pausing the video at certain times to have a short "ask and answer" time. They will be shown a short clip and the question and answer time will be in reference to what they see on the clip and have just a little discussion.
Wendy Doromal	But, could a student access this online and then submit those questions (where it pauses) to the teacher to verify that they are doing the video?
Mary Bridges	Then, all that would need to be reviewed by the teacher because if someone says something in class then the teacher would call for the mental health counselor but the students need that discussion and processing time. They can't just do it by themselves online without some discussion time.
Wendy Doromal	Ok. We understand that. The biggest problem we have is that teachers feel uncomfortable doing something like this. They don't feel this is something they went to school for, their training is for something else. Because of the way the District has set up learning where teachers are teaching face-to-face and virtual at the same time, we find that teachers are working like 11 hours a day now. Because they have to modify lessons for both groups. They would need some kind of compensation or comp time for us to be able to agree to this. Comp time does not cost the District any money. We originally asked for a supplement for this. We are willing to negotiate this.
LeighAnn Blackmore	The 2 nd sentence of #2 is also new language? I don't believe that was in the original.

Lucia Piva	I will go back and check it. There were 2 sentences that you struck from CTA's last proposal that aren't on this one. One is already in an MOU and the other one is accepting your position. To Wendy's point, we do have language about compensation or comp time. If it can't be done, then there needs to be some way to keep from giving teachers more and more work and expect them to do it for the same pay.
Jim Preusser	I guess I am a little confused about your last statement, Lucia. Wendy said it was not going to cost the District any money and you are saying they can't do it for the same pay.
Lucia Piva	Let me clarify. Wendy said for the first proposal to pay them a supplement. This is the alternative that will not cost any money.
Jim Preusser	So, that is broad. What are you looking for with comp time?
Wendy Doromal	Let me say it again. I was thinking for comp time that if teachers put in two hours to review the video and review the questions then they would be able to leave with students for two days. That could be their comp time. 5 lessons, leave early with students for x amount of days.
Jim Preusser	I understand what your proposal is but I am confused why you struck through #2 at the end. We had some lengthy discussions about that. We put it in because you all indicated it would work for you.
Wendy Doromal	I would like to hear from other team members, but I have no problem with that. I struck through it because we thought it could be done online, like do all 5 programs on a Saturday and give all the responses. But, if it turns out that it has to be taught, we could put the language back.
Jim Preusser	Ok, thank you. I will need to caucus on this and ask because you are still modifying it Lucia, please send us the updated version that you want to send across the table. We will review it.
Wendy Doromal	Yeah, we could still say that the student could take it online and do all 5 courses if they want.
Jim Preusser	Mary, I thought you said it could not be done only online?
Mary Bridges	All the professionals we talked to from other districts said that having students taking the courses online, without any processing with a group, would not work.
Lucia Piva	Thank you Mary. So Jim, let us caucus about it. We will send you something and go from there.
Jim Preusser	I think in the interest of this discussion, send us the updated document, let us review it and we will prepare a counter. I will tell you that for some language we will revert back to our counter on Sept 15 th . However, it really depends on what you have in your proposal. I understand about the comp time and let me talk with my team. I am not saying I agree with it, but I will talk with them.
Wendy Doromal	I think that would be very mean spirited not to agree with the comp time.

Jim Preusser	I understand. I need for you to give me more specific language in what you want for comp time. It's your proposal, I'm not going to make it up without hearing what it is you want. We will consider it. You gave an example before. Incorporate that into the proposal, it will help us understand better.
Wendy Doromal	All right. Maribel, do you want to move on to Evaluation?
Maribel Rigsby	Yes, we can move to Evaluation. Please put the proposal on the zoom screen.
Lucia Piva	I sent the proposal to you both. It says draft on it but it is not. (See Appendix B)
Jim Preusser	Lucia, are you working off the document we gave you on Sept 15 th or is this a new one?
Lucia Piva	No, and the people who are speaking to it will tell you specifically but there is a lot of detail in the proposal you sent in terms of timeline and everything else and we would like to continue to talk about that. This is like a basis to it and not necessarily accepting or rejecting your proposal, those details we still need to flesh out. Maribel will walk you through it.
Maribel Rigsby	<p>CTA Proposal, MOU, under "Therefore" statements:</p> <ol style="list-style-type: none"> 1. The parties will continue to meet to bargain over modifications to the evaluation system suitable for the 2020-2021 School Year. 2. The focus of evaluations for the 2020-2021 school year will be for coaching and will not be counted toward summative scores unless mutually agreed by the evaluator and the teacher. 3. For the 2020-2021 School Year, teachers may not receive an overall rating below their overall rating for the 2018-2019 School Year and all teachers shall receive at least an effective rating. Ratings may be higher than the teacher's 2018-2019 rating based upon 2020-2021 School Year evaluations. <p>We have looked at what other districts have been doing about this and what they have been signing. I know that something has to be submitted (to DOE) every year. This is something we could consider sending to the state.</p> <p>In response to the proposal you sent last week, we are still working on it. We are reviewing the timelines and it is a very detailed timeline.</p>
Jim Preusser	I want to be very clear about evaluations, the state is not waiving. We believe that there is language in the Contract that already speaks to evaluations. All we did here in our proposal is the modification of the timeline. Stephanie Wyka will speak to that now.
Lucia Piva	<p>Before you do that, I would like to clarify that this proposal is not our understanding of this. We are not saying that you waive evaluations for this year, we are reformatting how it will be done given the pandemic.</p> <p>As you see in #1, Evaluations will still go forward and that is to be bargained. This is language that has been agreed to and implemented in other districts. It is not something that the DOE wouldn't allow. If you believe that the DOE would not allow it, please tell us where specifically you would find that to be true.</p>

Jim Preusser	That is to be determined, though. That is a broad statement that the parties will continue to meet to bargain over modifications. There is no specifics in to what would be agreed to by the parties.
Lucia Piva	Yes, that is what would be bargained.
Jim Preusser	I understand that is your position. What I am saying is there is already language in the agreement. If you modify something and the parties agree to that something that potentially could be an issue with the state that could be problematic for the district. There is already existing language in the agreement that we would follow. What we are sending to you, we believe, that the timeline would be beneficial to the teachers. Stephanie would you like to elaborate?
Lucia Piva	Jim, let me speak to that. The timeline you proposed is altering the status quo. This is impact bargaining. What we have asked to do several times and are doing now is bargaining the effects of operating the evaluation under COVID-19. If you look at the contract language and the evaluation system and the way it is set up, is it suitable for the way the instruction is being handled this year? That is what we want to address in the same way that you addressed the timelines in view of COVID-19. So this is why we are not suggesting that we go against what the statute or the state allows. We talking about what is within the parameters of what is required under COVID-19.
Jim Preusser	I understand that. But you have not given me any specifics. You have spoken very broadly about this and the reason that we gave you a timeline is that it would be very difficult to complete the evaluations because you want to broaden the timeframe to have this discussion. This will make it difficult for our administrators to get this done. Which in turn would be difficult for the teachers to receive feedback. Can I just let Stephanie speak to this?
Wendy Doromal	Yes, and then I have a question.
Stephanie Wyka	I have a couple of clarifying questions. #2 and #3. Can you please provide how that will address F.S. 1012.34 and the provisions? We have been notified by the state that there are no flexibilities being permitted. I understand that you say this is being based upon what other districts have done. Would you share who those districts were? Additionally for #1, I would like clarification on what you all are defining as our Evaluation System.
Wendy Doromal	The Contract states very clearly the Evaluation System. I would assume when the state gave notice to the school district that they were not going to waive the evaluation this year that the District would have said to administrators that they needed to make sure they were meeting the timelines and have notified every teacher and have started training for new teachers. I am assuming that was done, wasn't it?
Stephanie Wyka	That was not my question. I was asking what you all are defining, for the purpose of this, as the evaluation system. Are you referring to the process and the timeline or are you referring to the tool?
Wendy Doromal	We are referring to everything that is contractual language.

Jim Preusser	That is why I referenced Article X in the proposal. The point in the notification to the union was that we were modifying the timeline because we believe the modified timeline is beneficial to the teachers.
Stephanie Wyka	By deferring the timeline it affords teachers additional opportunities to practice and adjust as they are acclimating to varied instructional models. The reduction in observations helps to minimize the number of evaluative observations and creates additional opportunities for coaching and feedback to support teacher growth during this time.
Maribel Rigsby	I want to add something. With all due respect to everyone, the evaluation system for this year could be extremely simplified and it is not a timeline issue only. That is why we are taking our time with that proposal. If you are in the classroom and going through all the changes every hour, we want to talk about what would be beneficial for teachers. This is not the year to talk about elements. Teachers are one day in the classroom and the next pivoting to LaunchED@Home because of being quarantined. And there is the hybrid model that we haven't even had time to address. There is lots of other things we need to address besides timelines. Article X does not address how to teach and how to evaluate during a pandemic - how engagement will look like in LaunchED.
Wendy Doromal	Very well said. Teachers teaching hybrid classes say they could not possibly be evaluated fairly under the existing system. I'm not sure that teachers benefit by extending the timelines. I am not sure that reducing observations would benefit or hurt teachers. We need time to look at it. If the District thinks that administrators and teachers could be retrained as to how this system is going to work with LaunchED@Home and face-to-face combination in a couple of weeks, that's not going to happen. We are going to have to drastically change the system this year to make it fair. The three instructional paths of LaunchED, face-to-face and the hybrid are not on an even playing field. Were the new teachers trained?
Stephanie Wyka	New teachers are exposed to the evaluation system through Great Beginnings where the District's Instructional Framework is highlighted. This has been the way it's been done for several years. In addition, our schools provide overviews and we have a district released overview that is accessible for all personnel.
Wendy Doromal	So, you are saying if you are not a new teacher at Great Beginnings, and come in later in the year, you get a lesser training than those that started at the beginning of the year? Or do they have a Great Beginnings as well.
Stephanie Wyka	They have a Great Beginnings as well. We have sessions throughout the year for all new hires. Thank you for sharing your insights and thoughts with me. Our current instructional framework has been and still is being utilized by Orange County Virtual School.

Maribel Rigsby	I understand that and we take that into consideration when we are talking about cameras. But OCVS is not going through changes that teachers in the rest of our school are with the 3 models. Virtual School is more consistent in not going through all those changes. We can't use OCVS as a reference for LaunchED or the hybrid model. I don't see how a principal could give a teacher a beginning or developing for teaching hybrid when we have never done anything like that. We are asking for the same flexibility that the District is asking when we have to pivot and to understand that this is a fluid plan. We ask to receive the same understanding with evaluation. And that is why we are taking our time with your proposal.
Stephanie Wyka	It sounds like what you want to have some discussion on is the impact of changing instructional delivery models on observations practices.
Maribel Rigsby	Yes, and impact on models too. I can see how to evaluate face-to-face. But what about hybrid and LaunchED. In LaunchED, if the principal saw the student at home doing something, would that impact the teacher? So many things that we have to think about before we sign an agreement.
Wendy Doromal	The District changes things at least weekly. We are on at least version 8.0 or is it 9.0 of the COVID-19 manual. Teachers can't keep up with this. We have different makeup of classrooms and so many violations of social distancing. Now the District has allowed some mask waivers allowing children to go into the classrooms without masks. Teachers can't notify parents when a student doesn't wear a mask and a teacher might be uncomfortable teaching in a room with a student with no mask. So much going on and it changes every day. Teachers get new face-to-face students every day. And now, the District has put out a memo that says with more students coming back more teachers will have to return to the classroom, even those with ADA accommodations. Teachers are working under extreme stress. Some teachers are resigning and teachers working more hours than they ever have without pay. And now, you want to throw this evaluation system on them. Totally unfair.
Jim Preusser	We provided you with a detailed MOU and I understand that you are still looking at it. Your proposal is an entirely different document. It is very broad and general. We need more specificity. I want to understand more specifically what the impact is.
Wendy Doromal	I can tell you right now what the impact is. Evaluation is directly tied to salary. It impacts your salary and if you are going to be rehired.
Jim Preusser	We have your proposal. Is there going to be any reference to what we provided you on Sept 15 th ? You are holding on response to timelines?
Wendy Doromal	Yes, timelines are a separate thing. So, this is our response to your proposal to evaluation.
Jim Preusser	So, we are willing to talk with you about this. But, based on what we said to you on timelines, for example first day of coaching observations. That has already passed. We will still proceed with the timeline. We will be happy to continue to talk about it.

Wendy Doromal	What do you mean you will proceed?
Jim Preusser	We have a timeline that we presented to you that we feel will benefit teachers. You have not shown us a different timeline that you feel would be better. If you want to send me something, it's been more than seven days since you have had the proposal, and you came back with a very general proposal. We believe the contract language is in the agreement already and will follow the contract language that has already been agreed to by the parties. We provided a timeline that we think benefits the teachers. Let us caucus about it.
Wendy Doromal	Yes, I have a question, too, on the timelines. Aren't the timelines referenced in the Contract and the Evaluation manual? So I don't understand.
Jim Preusser	So you want us to follow the timeline in the Contract?
Wendy Doromal	Yes, follow the Contract and the Evaluation Manual, not something we didn't sign.
Jim Preusser	Ok, if that is your position. I will talk to Stephanie about it and caucus.
Wendy Doromal	You have to follow the Contract.
Jim Preusser	We simply provided you with a letter of notification that we felt benefitted the teachers. If you don't think it benefits the teachers then tell me. Give me a counter proposal.
Wendy Doromal	I don't think extending it that much benefits the teachers. There are other considerations to consider and I think it is unreasonable for you to tell us what we have to answer and how we have to answer.
Jim Preusser	If the union has no interest in the proposal...you have had the proposal for several days. You are still looking at the proposal and that is fine. There is already contractual language. We felt this would be good for teachers. That is why we noticed you so we could discuss it. If you don't agree then just say so.
Lucia Piva	We are saying quite the opposite. The timeline is just one component of the system. This year is very demanding. Teachers are experiencing so many new things and sacrificing so much. So out of respect for them and for the integrity of the evaluation system, we are not just looking at the timeline as an isolated thing, we are looking at the whole thing and trying to propose something that will make sense to the District and follow the statute and that will benefit teachers. We are not going to rush it.
Jim Preusser	We may have some questions for you because we already asked one and you didn't have an answer. We will send you some questions in writing.
Lucia Piva	We will take a caucus now and will send Stephanie and your team the proposals.

Maribel Rigsby	On Sept 3 rd the District sent a message to principals about Streamlined Instructional Framework and Instructional Delivery Models where it discusses the requirements. Your proposal was sent to us on Sept 15 th . We understand that you had to work on the proposal and we are asking for the same consideration and that you don't question us on how much time we are taking. We have several other topics we are working on like salaries and we have to work after school is over. We are not rejecting your proposal we just need more time. With sending out the memo on Sept 3 rd you have already let the principals know this is going to happen. You already knew this was going to happen so I don't understand the rush to get it finished now.
Jim Preusser	We are going to caucus at this point. We look forward to getting the information from you. We will formulate the questions and get them to you. We will come back in 30 minutes and you can give us a proposal for wages then.
Lucia Piva	We want to deal with the two subjects separately.
Jim Preusser	Caucus now and come back in 30 minutes and come back and talk about wages only. And we can caucus about wages after.
CAUCUS (From 11:00 AM to 12:00 PM)	
Jim Preusser	I have a couple more people who need to join.
Wendy Doromal	Ok.
Jim Preusser	Ok, Wendy. I think we are ready.
Wendy Doromal	We wanted to show you a more specific mental health proposal. (See Appendix C)
Jim Prusser	Do you want to put it up on the screen to walk it through?
Lucia Piva	On #1, the education provided through virtual modules developed... It's the way the District is contemplating doing it. Put that in the language. #2: I think it is what Mary had referenced that student generated responses are only for the student and not the responsibility of the teacher. And, we added back the months that the District had provided. #3, clarified the piece on offsetting the time to prepare for instruction -- teachers released with the students on the early release date of their choice.
Jim Preusser	I don't have any questions right now. LeighAnn do you have any questions?
LeighAnn Blackmore	Is it one early release date for the collective 5 hours of instruction?
Lucia Piva	It is for each session.
Jim Preusser	I don't have any questions about it. We will review and we may send you a response via email.
Lucia Piva	So you don't want to talk about this anymore today?
Jim Preusser	Not anymore today because I want Mary to look at it. There is some specificity around the curriculum at the top in terms of how it is delivered.

Lucia Piva	So the intent there for when you talk to her is to do it the way that you adjusted it to the way it will be done this year so if there is language you need to make that clear we will look at it. Not intended to do it any differently. Is she not available to talk to it?
Jim Preusser	I don't see her on the call.
Lucia Piva	You did say you would talk to your team about the last paragraph.
Jim Preusser	No, we asked the question that you confirmed, so we will look at it and get back to you. I don't have any further questions about it right now.
Lucia Piva	Wendy, do you want to take a caucus to send them the wages and the salary article?
Wendy Doromal	Jim, do you want us to show you the salary proposal now and then caucus?
Jim Preusser	Yes, I think that would be better. Let me make a comment on the Evaluation proposal before we break to wages. I wanted to comment about the statement that Maribel made earlier about the dates. We did notice the union on August 21, 2020. Maribel referenced some communication that went out from the Deputy Superintendent's office on September 3 rd . I looked at that document and it doesn't speak to the timeline at all. It speaks to and codifies the position of the state that evaluations are not going to be waived for the school year. There was no reference in this communication to the timeline which is what we provided to the union as the change. With this being said, we want to make sure we can adhere to the Contract which is what we are going to do at this point. We are just going to follow the Contract.
Lucia Piva	So we need to continue the negotiations on it, so let's set a date once we open up a counter proposal.
Jim Preusser	What are we going to negotiate if we are going to follow the Contract?
Lucia Piva	We are saying that we have requested to bargain evaluation for this year given the pandemic and we want to set a date to talk about that. If you want we can respond to your MOU, if you are withdrawing your MOU we can write a new MOU.
Jim Preusser	You can respond to it, but based on your MOU today, it violates the law. We are not going to violate the statute that we referred to earlier. We want to ensure that we adhere to the fact that the state is not going to waive the evaluations. There is already language in the Contract and we are going to follow that language. The timeline was to put in place to decrease the number of observations for teachers. That was what the notice was all about. I understand that you want to look at the broader perspective, but if you want to continue to talk about that it could cause administrators some problems in completing their observations and the evaluations for the year.
Wendy Doromal	I don't understand that because you would be following the Contract anyway. We have what you call collaborative bargaining where you can open anything during the year, we wanted to discuss evaluations; you proposed something. Apparently you didn't like our response, it is not illegal. We checked. We also gave you other districts that had those, so to say here that is illegal, I would like verification that it is illegal. Ask DOE if it would be illegal so we can challenge you on that.

LeighAnn Blackmore	You gave us one district. Not many.
Wendy Doromal	It doesn't matter if it is one or fifty, if other districts...wasn't it two Lucia?
Lucia Piva	There were at least three. We have spoken to them, and we will send you the copy from one of them. I suggest that you speak to your counterparts in other districts to see what they are doing. And in addition to districts doing something like this, every single district is also continuing to negotiate the 20-21 evaluation and what it is going to look like in the middle of a pandemic. What Maribel said so well is the only reason you need to talk about this. We want to make it as smooth for the teachers as we can this year. We will come up with another proposal and I am asking for dates.
LeighAnn Blackmore	It is important to note that what we brought to the table was to help teachers during this time. It was an MOU specific to this year. It was addressing frequencies and timelines to help teachers. We said that over and over again.
Lucia Piva	Yeah and what we said over and over again was that this was not the only component we wanted to look at and we wanted to look at the whole picture and not something in isolation. It is a conversation that we wanted to have and we want to set a date for it, can you please provide the dates?
Wendy Doromal	It is pretty obvious that we need further conversation because if you think that changing a timeline and reducing a couple of observations is looking out for teachers and respecting teachers in a year where we have a pandemic and teachers are teaching in a way that is challenging at best and none of you up there have ever taught that way so you can't even sit there and say you know what it is. I think that is very disingenuous. If you are seriously saying that changing those minor things is going to be fair to teachers, I believe that is disrespecting teachers.
Jim Preusser	I am going to respond. A couple of things, Stephanie you did reach out, this is for the record, to other districts. Can you explain what the other districts indicated to you about evaluations?
Stephanie Wyka	I reached out to several other districts. We have districts that are continuing their evaluation processes as already established. And the other districts have intents to modify their timelines and observation frequencies, very similar to what we proposed.
Wendy Doromal	I would like the names of who you reached to at the other districts. And the names of the other districts.

Maribel Rigbsby	If we believe that a timeline is going to be beneficial to other teachers, and I have talked about this at the Evaluation Committee meeting when we met, then it shows the disconnect between the ELC and the rest of the district. If we believe that extending the timeline through most of the month of May is what we need, I am concerned. All I asked was the courtesy to look through the MOU and make sure we are not doing anything that would be harmful to us. If that is not something that we are willing to do, I don't understand. To think that just a timeline and moving evaluations and decreasing observations is going to help us during a pandemic, and it shows a disconnect with what is going on with teachers at schools. The one thing that the District can do for us that does not involve money is to make the evaluation process a little bit simpler for us for our mental health and wellbeing so we can concentrate on the kids.
Jim Preusser	Thanks for the comments. Last thing I want to say about evaluations is that I did speak to our legal counsel about it and looked at the proposal. Based on #2 and #3 specifically, it does violate the statute according to our legal counsel.
Wendy Doromal	Please provide us this week with the ways it is violated and the evidence in which the state says it would be a violation.
Jim Preusser	If you want to send me another proposal to consider then we will look at it.
Wendy Doromal	We are requesting that information, Mary Grace would you put that down?
Jim Preusser	If you want to send me that in writing go ahead. I also have questions for you and I will send them to you in writing.
Lucia Piva	Can we get to some dates?
Jim Preusser	You can send me some dates if you would like.
Wendy Doromal	We would like to talk about that now.
Lucia Piva	Dates we can meet: Wednesday next week in the afternoon...
Jim Preusser	Send me an email on that. Are we going to talk about wages this afternoon? If not, we will need to include that as well. We could bifurcate the two again if needed. September 30th in the afternoon, starting at what time?
Wendy Doromal	At noon.
Jim Preusser	Ok, I will put a hold on that on my calendar. I am also available in the morning. Let's go ahead and set the date and we can discuss whatever we need to.
Lucia Piva	Perfect.
Jim Preusser	In the meantime, if you want to send me something on evaluation, we will review it.
LeighAnn Blackmore	I will need the public link as soon as possible because we are inside the 7 day notice requirement.
Jim Preusser	I will send you an email after our session to solidify the date and time of bargaining and some of the topics of discussion.
Lucia Piva	And also send us a response to the Mental Health proposal and we can look at that as well.

Jim Preusser	We will get that to you either later today or by tomorrow. In the meantime, let's shift gears, you have a proposal on wages?
Lucia Piva	I will put it up on the screen. (See Appendix D)
Jim Preusser	Please email it to me and LeighAnn so we can send it to our team.
Lucia Piva	I have emailed the proposal and I will share it on the screen. I will let Albert explain the proposal.
Albert Davies	What we are proposing is a 3% increase across the board with additional for people below \$47,500 to meet the requirement of HB 641. We have included an adjustment calculation so we can reduce the salary compression that would be caused by the straight implementation of the statute. We are showing how we calculate the adjustment for the salary compression, we use the increase and calculate a percentage to add to the increase so we get a graduated progression. Let's share the document that shows how the examples will work and I will share the financing for it. The formula is calculated by adjusting their raise and adding a percentage of the 3% raise based on how far away they are from the max increase. For someone with a current salary of \$46,750, they would need \$750 to get to get to \$47,500. They are required to get a 1.6% increase. Our formula takes that 1.6% increase and subtracts it from the maximum raise of 16.31% and divides it by that maximum raise to give the percentage of that maximum raise. We take that percentage multiply by the 3% raise and that gives them an additional 2.7%. We add that to the 1.6% that they are required to get and that gives a total of 4.3% that that person would get...an additional \$2,000. What this means is that the smallest raise anyone would get is a 3% raise, but it would step up down to those people at the bottom of the pay scale to make sure they would get the \$47,500 and it reduces the salary compression. So people who get the maximum raise, the next people higher up would still be getting a little more.
Jim Preusser	Are you sharing another document?
Lucia Pivas	Yes, it is another example.
Jim Preusser	What is the cost of the proposal?
Albert Davies	That will be on our next slide. Here are examples: Someone with \$40,900 would get \$6,600, the 16.14% required and they don't get an adjustment. Someone at \$45,000, their required to get 5.4% increase and applying our adjustment calculation they would get a total of a 7.43% increase. Those at \$47,500 would get exactly 3% and anyone above that would get a 3% increase.
LeighAnn Blackmore	May we get a copy of this document that you are sharing please? And anything else that you are sharing with us. We have only received your proposal to Article XVI.
Albert Davies	Based on this, the actual cost of the increase is \$40M, with benefits it will cost \$40.38M. And, minus the money the state has already provided us with for raises, the cost with benefits is \$13M. We calculated the raise on the 14,236 employees you provided us.
LeighAnn Blackmore	That includes the PreK teachers not funded in the FEFP?

Albert Davies	Yes, it includes all teachers.
Theresa Harter-Miles	From a cost standpoint, you lumped the \$28M together?
Albert Davies	We looked at it from both points of view. The state allocated \$37M and when you took off the other allocations lumped together, \$34M, \$37M for increasing salaries and \$6M for increasing those already above \$47,500. Based on our proposal it cost \$22.8M to bring the people up to \$47,500 and additional \$17.3M to give the extra portion to people below so their salaries are not compressed. And \$13M of that is for people already at or over \$47,500.
Albert Davies	The next one is the budget part. We anticipate the first calculation.
Lucia Piva	I think we will let them respond to the proposal and ask questions.
Jim Presser	Is there another document that are sharing?
Lucia Piva	No, there isn't.
Jim Preusser	Is that your full counter on the counter?
Lucia Piva	Yes it is.
Wendy Doromal	I thought you had one more document to share.
Lucia Piva	Ok, we can share it. Can everyone see it?
Albert Davies	Where is the money going to come from? We analyzed the OCPS budget and figured the overages you are seeing on the screen actually came from the summary on the OCPS annual reports that are published. We calculated that in different categories there is significant over budgeting and in fiscal year 20 there is about \$90M of categories that are over budgeted. Just the instructional is \$25M. Under forecasting of incomes for the FY 20 there is \$140M that is in categories that could be prioritized for raises. We looked at the last 5 years and this is a consistent pattern of over budgeting. We would have expected over the course of the years that they would have tightened up these funds for raises and for student experiences.
Jim Preusser	We are going to hold on a response because we are going to need to look at this information. Is this something you created? Or did you pull this off of the website?
Albert Davies	I created the document where I summarized it, but it came directly from Exhibit E-1 from the annual reports that are on the website.
Jim Preusser	We are going to caucus now and review what you have provided to us today. It is 12:30 right now, and give us until 2:00 so we can eat lunch too.
Wendy Doromal	We will go to our caucus room too.
CAUCUS (From 12:30 PM to 2:05 PM)	
Wendy Doromal	Before you start, we wanted to review the rest of the proposals in the salary package. (See Appendix E)
Jim Preusser	I saw that you sent some other ones, I looked at them briefly but I would like to hear what your thoughts are.

Lucia Piva	I am going to put them up. This here is the salary proposal. Hazardous duty pay. Proposed in Article XVI. new Section M. \$1500 per semester for working face-to-face and non-classroom teachers who are required to substitute or assigned a group of students. And classroom teachers who are working from home but are required to teach from school and other non-classroom teachers who work face-to-face will receive \$1000 per semester
Jim Preusser	No questions at this time.
Wendy Doromal	We have two more.
Lucia Piva	This proposal deals with employee-to-employee donation of leave. Article XVII, Section J, to make a voluntary contribution one or more of their accumulated days to another employee any time during the year. During this pandemic and to help other teachers be able to stay at home, allow employees to donate sick leave to others.
Wendy Doromal	I am going to speak to the next one. Article XIV. Section B.3.h.: for additional common planning meetings, teachers will receive the 7 th period supplement. The next one is what I put as a priority to the School Board. Section C.1.: #1 the District will provide a long-term certified substitute for non-classroom teachers who are on a long term leave. #2: In cases of non-emergency, teachers cannot be required to sub for another teacher. In cases of emergency, teachers may be required to sub for another teacher but classified staff and administration should be used to cover classes prior to resorting to splitting classes. In the OESPA Contract there is a provision for them to be paid an additional amount. #3 is a definition of an emergency. #4 are examples of when it is not an emergency. #5 administrators cannot cancel subs or change a sub's assignment, #7, any teacher required to split classes or sub for another will be compensated at the rate of \$10 for each 15 minute time period or portion. All of this is taken from the substitute settlement agreement which has been signed but is not really enforced by schools. We been finding that instead of securing subs, there are not enough subs in schools, and administrators are constantly tapping on guidance counselors, deans and other non-instructional personnel to sub without any supplement that the classroom teachers receive.
LeighAnn Blackmore	Wendy, common planning supplement, is there a limit of the number of common planning days that could be scheduled?
Wendy Doromal	Any additional meeting.
LeighAnn Blackmore	So, for each additional meeting they would get the supplement?
Wendy Doromal	Yes.
LeighAnn Blackmore	If a teacher was assigned common planning five days per week, they would get the supplement times 5?
Wendy Doromal	Why would they have common planning time five days per week? They get it one day per week.
LeighAnn Blackmore	There is a district practice in place but if we are going to compensate for it, we may want to look at that practice. That's why I want to be clear on this proposal.
Wendy Doromal	If they have an additional above what the Contract allows for.

LeighAnn Blackmore	There is actually an arbitration award that allows that any time other than individual planning time can be used by the District.
Wendy Doromal	Clinton, can you speak to this. Some teachers in some schools are being told they have to have more than one common planning meeting per day in addition to their one common planning time.
Clinton McCracken	There are some requiring more than one common planning time.
Jim Preusser	Any other proposals to share?
Wendy Doromal	We want to review some proposals we have put across the table and have not received a response, but that is for another time.
Jim Preusser	We can do that next week. Let's move over to your wage proposal. Looking at the salary proposal, the adjusted legislative allocation of \$34.6M is not in alignment with what is available for salaries.
Lucia Piva	Let me pull up the documents.
Jim Preusser	2020 CTA Salary proposal...
Lucia Piva	Sharing now.
Jim Preusser	The \$37.3M is the total allocation. If you subtract the charter portion, it looks as though you may have recalculated slightly because what we saw \$34.3M, you had \$34.6M. We also have to subtract out FICA, FRS, Life Insurance, etc. to get us to the \$28.5M. We have a discrepancy there in terms of the dollars.
Lucia Piva	Where do you get...What else are you subtracting and why?
Jim Preusser	We sent it to you in our last session on Sept 9, called Fiscal Year 21, Teacher Salary Allocation.
Albert Davies	You are subtracting them out on the front end and we subtracted it out on the back end.
Jim Preusser	Doreen, would you speak to this?
Doreen Concolino	The \$34.6M, I see where they got that. We took out the 1161 for growth which they added back in. I don't think we are going to get the funding for that. That being said they are categorical dollars so any way you look at it the dollars will have to go for salary. The charter is in excess of the figure we have.
	Doreen Concolino and Albert Davies continued to discuss the way the District calculated the amount.
Albert Davies	We will need the correct ratio to adjust our calculations.
Doreen Concolino	I thought our response talked about the 192200.25. We were working with that number.
Albert Davies	But that number is a round about way to get to the \$37.4M that is why we worked with the \$37,397, 733 which came from the legislation.
	More discussion on the calculations.
Lucia Piva	I think you are having an issue because the number...
Jim Preusser	That's not it.

Lucia Piva	The questions that you have can be answered by referring to the document.
Jim Preusser	Ok, I am going to move on. The point I was trying to make was your number vs the number that we gave to you.
Lucia	We are using the 200...
Jim Preusser	<p>I understand, but that is not the crux of the issue. The main issue what you presented to us violates the statute. First, the language is clear about how the 80% is to be allocated to full-time classroom teachers. Based on what I see, you spread those dollars out for classroom and non-classroom teachers. Second, the language of the statute states that you need to move the full-time classroom teachers to \$47,500 or the max amount achievable based on the allocation. In our proposal what we allocated for the 80%, based on the \$ 28.5M was \$22.8M. The statute was very methodical in what you were supposed to do with the dollars. If you can get the full-time classroom teachers to the maximum of \$47,500, and you have any dollars left over, if there are any classroom teachers who received less than a 2% increase then you can use the leftover dollars for those individuals which is what we did. We took those full-time classroom teachers who were below \$47,500 and based on the dollars we had allocated by the 80%, cost us \$20.4M. We had an additional \$2.3M left over. Those dollars could be utilized for teachers who were below \$47,500 or above who did not receive a 2% increase. We did that and it cost \$2.3M. It equated to average of 0.63%. If you still have money left over from that 80%, you can place the left over money in the 20%. We had \$38,000 left over and that is in our proposal. We followed the statute very strictly. So there is an additional \$5.7M and about 600 non classroom teachers that are below \$47,500 and 1600+ nonclassroom teachers above \$47,500. And then we asked, what do you want to do with the \$5.7M?</p> <p>That is exactly how the statute reads. For me to consider what you proposed, we believe it violates the statute. You can certainly respond to that, but for me to consider it, it can't break the law.</p>
Lucia Piva	What we did propose doesn't break the law. It is an interpretation of the law the way you are framing it. I want to explain. The law says bring up to the max amount if there are enough funds to bring them to the \$47,500. It then goes on to say that each school district should use the allocation to provide salary increases for the rest of the employees. Once you get everyone up to \$47,500 then you can use the rest to bring everyone up to the percentage ...
Jim Preusser	The rest of the 80%?
Lucia Piva	That is what the statute says, that is how it has been applied. That is how Broward and Dade did it. It is interesting to me that this District interprets statute differently than everyone else, all the time. It always seems to be to the detriment of the teachers.
Jim Preusser	This is not to the detriment of the teachers.
Wendy Doromal	Of course it is.
Lucia Piva	Are you going to provide extra funds to get increases to everyone that is above \$47,500?

Jim Preusser	It is not to the detriment. You made a comment as to where the additional funds are going to be. It is 80%. When you look at the total allocation, it is to be broken out by the 80/20 rule. Do we agree on that? The statute is clear. You have an allocated amount of dollars.
Albert Davies	Can I go over the numbers the way we looked at them? We tried following exactly what you are saying. We looked at an allocation of \$37.7M, 80% of that going to get teachers to \$47,500. The rest of it is allocated to go for all the teachers. We looked at, after taking the money out for the charter schools, we used the numbers you gave us for that, and now you are saying those are not right anymore, we came up with an adjusted allocation of \$34.6M. 80% of that is \$27.6M. Our proposal cost \$27.4M to bring teachers up to \$47,500 and that includes the 20% for the benefits. That number is actually below what you said is the amount of the 80%.
Jim Preusser	Hold on, please. That is based on the predication that the \$34.6M is the adjusted allocation. That dollar amount is not available for salaries. That dollar amount that you have allocated for salary is too high.
Albert Davies	The dollar amount that we have allocated for only salary, not counting the 20% is \$28.8M.
Jim Preusser	That is still \$6M above what the allocation should be for full-time classroom teachers.
Lucia Piva	You are relying on a faulty assumption that the full 80% needs to go to the same group of teachers.
Jim Preusser	I am not interpreting anything. I will read it to you.
Lucia Piva	I have it right in front of me.
Jim Preusser	Good. "Each school district and charter school shall use its allocation to increase the minimum base salary for full-time classroom teachers as defined in F.S. 1012.01 2a, plus certified prekindergarten teachers funded by the FEFP to at least \$47,500 or to the maximum amount achievable." We got everyone to \$47,500. All the teachers that are full-time classroom teachers, we were able to get to \$47,500. The districts around us were not able to do this. The dollars that we have (\$22.8M) is part of the 80%. There is money left over. That left over money is allocated to full-time classroom teachers whether they are below or above the \$47,500. We are doing exactly what the statute says. If there is any left over from that, it can be added to the 20%. That is what the statute says.
Lucia Piva	That is not what it says. I am reading it right now.
Jim Preusser	Then I guess it is a misinterpretation on your part.
Lucia Piva	It's not, because other districts have done it and have received approval from the DOE. The max amount means if you don't have enough to get to \$47,500 you can only do what is allowed to get to \$47,500.
Jim Preusser	Give me an example.

Lucia Piva	You said that some districts don't have enough money to get all their teachers to \$47,500. They can only go to the max amount allotted by the funding. The rest of the money once you get everyone to \$47,500 is negotiated. It even says it. I don't know if John and I can have a conversation to arrive at an understanding as to what it says. You are starting off with the wrong thing.
Jim Preusser	That is your position.
Albert Davies	Everything you are saying by our calculations, and we are not doing general percentages, we are doing an actual model where we calculated the raise of every single teacher. I don't know where your \$6M is because I've got the math right here. We don't see the extra \$6M and we've added in the non-instructional teachers and are still below the 80% to get all the teachers up to \$47,500. The only way I come up with a \$6M is if you take out FICA and the benefits up front and take it off again at the end.
Jim Preusser	You are saying every single teacher, are they full-time classroom?
Albert Davies	We got every single classroom teacher and every member of our bargaining unit in there and stayed below the 80%.
Jim Preusser	That is where it violates the statute. There is another section in here that says explicitly, "A school district or charter school may use funds available after the requirements of sub paragraph one are met to provide salary increases pursuant to sub paragraph two." Sub paragraph one talks about the full-time classroom teacher achieving the \$47,500 if the funds allow for it, which we have done. And if you have funds left over it specifically says first you have to achieve sub paragraph one and then you go on to sub paragraph two which speaks to additional dollars that can be used. Which is what we did.
Lucia Piva	What I am reading here is that the 20% plus any remaining funds from the district's share of the 80% allocation. I'm not going to get in a battle with you about statute interpretation I think we should get John on so we can talk about it with him. Because the way you are interpreting it...
Jim Preusser	I've already had the discussion with John about this.
Lucia Piva	This is a disagreement with what the statute says, and how every other district has been doing it. I don't know why you guys are always the outlier.
Jim Preusser	We are not the outlier. Look, we are ready to fund the money today based on our proposal.
Lucia Piva	You are challenging everything at every step of the conversation
Jim Preusser	No I'm not. You don't agree...you are insinuating that because I am not a lawyer I do not understand the statute. That is inappropriate.
Wendy Doromal	The other districts are doing it the way we are.

Jim Preusser	I want to set the record straight. I have already spoken with our attorney about what the statute says. He has reviewed and has discussed the statute with me. He agrees with the way it is being interpreted by the District. If you want to speak with him directly, please do so. I don't have an issue with that. The way that we interpret the statute and the way we have calculated what the proposal is and gave you on Sept 9 th , we believe we are in line with what the statute says. It is very clear to us that you don't agree with our interpretation and we don't agree with yours. We are in disagreement. The dollars you identified for the increase exceed what is available. There are no additional dollars beyond what has been allocated by the state.
Wendy Doromal	There will be no raises for administrators or other employees?
Jim Preusser	There are no raises for administrators.
Wendy Doromal	I don't understand how you can say you have no more dollars because we found other dollars. Not only are there additional dollars because things are over budgeted, it is elitist and ridiculous that you have administrators that get 25.41% retirement which comes to over \$4M. That is a misuse of tax dollars. And it needs to end and it should be funding for salary for everyone. I would not consult with Mr. Palmerini because over and over the years he has interpreted things and has said this is what the law says and when we look at it with our attorneys or other people or have gone to the FLDOE and have found that his interpretation was wrong.
Jim Preusser	It sounds like you and Lucia disagree.
Wendy Doromal	You are interrupting me now, Jim. I don't know if it is purposefully incorrect, but it has cost us a lot of money to prove that he misinterprets things. I don't want to go to him and get his opinion because we will end up going to impasse. His interpretation is always to the benefit of the District and when we push back, we find out that we were right in the end.
Jim Preusser	Maybe it would be appropriate to let Doreen speak to the fact that you think there is additional dollars out there based on the documentation that Albert provided to us.
Doreen Concolino	I see the variance column in the document was taken at face value and you can't look at it that way. I am not going to address FY20 because that has not been audited yet. Let's look at FY19. You say that \$74M is in excess. That is a combination of revenues and expenses. You cannot look at both, they are independent. Revenue side, know that in FY19 we received an additional \$17M for hurricane revenue. That was for expenses we incurred the prior year. We got the Restart one time dollars, also \$22M of that was for the Best and Brightest. We didn't budget for that and then it became part of the FEFP. It appears to inflate the revenue side. Interest income was almost \$7M higher than we had anticipated in FY19 and some e-rate rebate was higher. I wanted to address the revenue that you say is in excess. That is not the case. I will dissect this and give you a response.
Wendy Doromal	There were savings from schools being closed in March and for this summer. There were savings from busses. Savings in reserves because the District was saying that the insurance would be in the hole and it was not. So there was savings there.

Jim Preusser	At this point we should go back into caucus and confirm the next bargaining date. If you want to contact John Palmerini, I leave that up to you. Sept 30 th , Wednesday, how about noon to 4 pm? If we need to go beyond that we can.
Wendy Doromal	Ok.
Jim Preusser	Will we be speaking just to wages on Wednesday?
Wendy Doromal	I think we need to speak to more than wages. Evaluation, Mental Health and other issues.
Jim Preusser	We will have a response to Mental Health by tomorrow. If there is nothing further we can end today's session. In the meantime if you have other documentation, or if we do, we will get it sent to each other. Thank you very much. Have a good day.

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

PURPOSE:

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

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

WHEREAS, Rule 6A-1.094121 provides that:

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

WHEREAS, Rule 6A-1.094121 also provides that:

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

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

WHEREAS, the parties entered into a Letter of Understanding on February 27, 2020 that provides:

Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the calculation of the Student Learning Growth.

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided completely online and on five separate days in one-hour increments. Classroom instructional personnel will not be required to

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

supplement the provided online content. Mental health professionals will review student responses.

3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team.

~~3.4.~~ Teachers will receive compensatory time for all time required to be spent in preparation for Mental and Emotional Health instruction, including any time spent watching Mental and Emotional Health instruction videos.

~~The five-hour course will not be used for the calculation of the Student Learning Growth.~~

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

Dated this _____ of _____ 2020

For Orange County Public Schools
Association

For Orange County Classroom Teachers

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 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 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 memorialize the parties' understanding regarding teacher evaluations for the 2020-2021 School Year.

WHEREAS, teacher evaluations are governed by Florida law and the parties' Collective Bargaining Agreement; and

WHEREAS, teachers did not receive an evaluation rating for the 2019-2020 School Year; and

WHEREAS, COVID-19 has continued to change the manner in which teachers are expected to deliver instruction; and

WHEREAS, the current evaluations procedures are not suited for the unique learning changes generated by the pandemic and cannot be followed as written for teacher evaluations for the 2020-2021 School Year.

NOW THEREFORE, the parties agree as follows:

1. The parties will continue to meet to bargain over modifications to the evaluation system suitable for the 2020-2021 School Year.
2. The focus of evaluations for the 2020-2021 school year will be for coaching and will not be counted toward summative scores unless mutually agreed by the evaluator and the teacher.
3. For the 2020-2021 School Year, teachers may not receive an overall rating below their overall rating for the 2018-2019 School Year and all teachers shall receive at least an effective rating. Ratings may be higher than the teacher's 2018-2019 rating based upon 2020-2021 School Year evaluations.

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 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

Appendix C

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

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

PURPOSE:

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

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

WHEREAS, Rule 6A-1.094121 provides that:

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

WHEREAS, Rule 6A-1.094121 also provides that:

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

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

WHEREAS, the parties entered into a Letter of Understanding on February 27, 2020 that provides:

Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the calculation of the Student Learning Growth.

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.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided completely online and on

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

five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided online content. ~~Mental health professionals will review student responses. Student generated responses or 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.~~
3. ~~To offset the time required to be spent in preparation for Mental and Emotional Health instruction, teachers who deliver the session will be released with students on the early release date of their choice.~~

~~The five-hour course will not be used for the calculation of the Student Learning Growth.~~

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

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

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

Dated this _____ of _____ 2020

For Orange County Public Schools
Association

For Orange County Classroom Teachers

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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

Appendix D

Analysis of 2020 CTA SALARY Proposal

3.0% minimum

Total Legislative Allocation

\$37,397,733

\$29,918,186 80% Minimum \$47,500 Base

\$7,479,547 20% Instructional Salaries

Charter Allocation Portion \$2,775,174

Adjusted Legislative Allocation

\$34,622,559

\$27,698,048 80% Minimum \$47,500 Base

\$6,924,512 20% Instructional Salaries

Instructional Salary Increase (3.0% minimum – 5.586% average)

\$40,205,763

less (\$34,622,559) Legislative allocation for Salaries

\$5,582,204 – Instruction Salary Increase

Fringe Expense Costs: \$8,133,424

NET COST TO DISTRICT: \$13,715,627

Fringe Expenses % 20.23%

Charter Allocation % 7.42%

Examples of 2020 CTA SALARY Proposal w/ Adjustments to Reduce Salary Compression

Current Salary	Increase %	Increase Amount	New Salary
\$40,900.00	16.14% (16.14% Required + 0% Adjustment)	\$6,600.00	\$47,500.00
\$43,075.00	11.36% (10.27% Required + 1.09% Adjustment)	\$4,894.60	\$47,969.60
\$45,050.00	7.43% (5.44% Required + 1.99% Adjustment)	\$3,346.02	\$48,396.02
\$46,125.00	5.43% (2.98% Required + 2.45% Adjustment)	\$2,503.13	\$48,628.13
\$46,750.00	4.31% (1.60% Required + 2.70% Adjustment)	\$2,013.07	\$48,763.07
\$47,275.00	3.39% (0.48% Required + 2.91% Adjustment)	\$1,601.42	\$48,876.42
\$47,500.00	3.00% (0% Required)	\$1,425.00	\$48,925.00
\$50,575.00	3.00% (0% Required)	\$1,517.25	\$52,092.25
\$60,550.00	3.00% (0% Required)	\$1,816.50	\$62,366.50
\$74,325.00	3.00% (0% Required)	\$2,229.75	\$76,554.75
\$79,749.00	3.00% (0% Required)	\$2,392.47	\$82,141.47

Example: 3.0% overall raise

\$46,750 current salary → 1.60428% required to reach \$47,500

Factor = $(16.13692\% - 1.60428\%) / 16.13692\% = 14.53264\% / 16.13264\% = 90.08222\%$
 $3.0\% \times 90.08222\% = 2.70247\%$

Or

$3.0\% \times (16.13692\% - 1.60428\%) / 16.13692\% = 2.70247\%$

OCPS BUDGET OVERAGES - FY16 through FY20

<u>Expenditures</u>	<u>Account Number</u>	<u>FY2020-2016 Avg Under (Over)</u>	<u>FY20 Under (Over)</u>	<u>FY19 Under (Over)</u>	<u>FY18 Under (Over)</u>	<u>FY17 Under (Over)</u>	<u>FY16 Under (Over)</u>
Instruction	5000	\$16,016,396.95	\$45,749,521.83	\$658,334.15	\$1,155,185.54	\$145,053.64	\$32,373,889.58
Student Support Services	6100	\$2,293,067.93	\$1,074,784.71	\$330,527.16	\$1,028,649.10	\$7,891,428.67	\$1,139,950.03
Instructional Media Services	6200	\$1,186,418.27	\$235,123.21	\$186,338.47	\$657,277.87	\$3,832,103.27	\$1,021,248.53
Instruction and Curriculum Development Services	6300	\$3,457,764.20	\$9,552,722.88	\$3,463,617.59	\$2,287,377.87	\$917,247.49	\$1,067,855.19
Instructional Staff Training Services	6400	\$1,881,959.30	\$259,892.28	\$186,560.85	\$344,883.18	\$39,515.77	\$8,578,944.44
Instruction-Related Technology	6500	\$7,607,993.48	\$11,743,398.85	\$16,956,737.74	\$2,515,474.95	\$4,760,191.96	\$2,064,163.91
Board	7100	\$403,722.48	\$382,651.18	\$462,696.36	\$331,984.76	\$649,109.80	\$192,170.29
General Administration	7200	\$633,555.98	\$1,206,136.30	\$726,983.91	\$666,492.04	\$34,297.46	\$533,870.21
School Administration	7300	\$2,565,281.42	\$6,902,437.96	\$2,494,388.88	\$129,303.72	\$167,310.90	\$3,132,965.65
Facilities Acquisition and Construction	7410	\$171,500.25	\$337,266.90	\$36,060.54	\$454,231.71	\$659.05	\$29,283.03
Fiscal Services	7500	\$779,942.33	\$1,268,688.66	\$480,543.41	\$706,719.76	\$608,262.38	\$835,497.42
Food Services	7600	\$0.09	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00
Central Services	7700	\$576,369.90	\$94,414.30	\$253,890.17	\$814,339.40	\$87,720.35	\$1,631,485.28
Student Transportation Services	7800	\$1,064,544.52	\$3,314,962.73	\$160,857.01	\$898,844.34	\$36,673.09	\$911,385.45
Operation of Plant	7900	\$2,233,644.99	\$213,164.13	\$318,969.94	\$291,762.02	\$7,831,699.61	\$2,512,629.25
Maintenance of Plant	8100	\$1,323,888.94	\$4,313,145.98	\$400,818.68	\$731,876.62	\$6,167.36	\$1,167,436.06
Administrative Technology Services	8200	\$14,678,128.27	\$6,184,034.65	\$12,430,132.27	\$2,262,416.13	\$24,111,621.03	\$28,402,437.28
Community Services	9100	\$238,628.10	\$541,020.14	\$29,997.75	\$475,635.30	\$56,123.26	\$90,364.04
Total Over (Under) Budget:		\$57,112,807.42	\$93,373,367.16	\$39,577,454.88	\$15,752,454.31	\$51,175,185.09	\$85,685,575.64
Excess (Deficiency) of Revenues Over (Under) Expenditures		\$69,731,089.24	\$48,823,362.66	\$74,085,456.91	\$64,489,326.45	\$55,682,456.60	\$105,574,843.60
Fund Balances, July 1, 2019	2800	\$10,461,347.48	\$52,306,737.42	\$0.27	(\$0.05)	\$0.00	(\$0.26)
Adjustments to Fund Balances	2891	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balances, June 30, 2020.	2700	\$60,459,681.53	\$35,618,301.42	\$61,308,748.03	\$70,760,064.27	\$42,694,093.06	\$91,917,200.89

All budget amounts are directly sourced from the published OCPS Annual Reports - Exhibit E-1

Appendix E

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. For school year ~~2018-19~~ 2019-2020, 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.~~

2. Retroactive to July 1, 2020, all bargaining unit employees will receive a base salary increase as follows:

- a. All bargaining unit employees with a current annual salary at or above \$47,500 will receive a base salary increase of 3% ("Minimum Percentage Increase").
- b. All bargaining unit employees with a current annual salary below \$47,500 will receive no less than the percentage increase required to reach \$47,500 ("Required Percentage Increase") as required by HB 641.
- c. To reduce salary compression, in addition to subsection (b), the total percentage increase for each employee with a current salary between \$40,900 and \$47,500 will be adjusted by adding an additional percentage, to be calculated as follows: Percentage difference of the Highest Percentage Increase (16.13692%) and their Required Percentage Increase multiplied by the Minimum Percentage Increase (3%). By way of example, if an employee's current salary is \$46,750:

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.

- i. Required Increase: \$47,500 - \$46,750 = **\$750**
- ii. Required Percentage Increase: \$750 / \$46,750 = **1.60428%**
- iii. Additional adjustment: ((16.13692% - 1.60428%) / 16.13692%) x 3.0% = **2.70247%**
- iv. Total Percentage Increase: 1.60428% + 2.70247% = **4.30675%**
- v. Total Increase: \$46,750 x 4.30675% = **\$2,013.07**

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

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- 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.

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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.

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- 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.

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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.

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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

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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

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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:

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- 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

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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.

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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.**

ARTICLE XVII

FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. Annual individual premium cost increases exceeding 8% over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and Appendix D. Appendix D shall hereby be incorporated into and made a part of this Contract.
 - a. The program shall include a plan with a contracted provider network, (an HMO and/or PPO type).
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a case management review may be required after a review by a medical panel as set forth in Appendix C Section G.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be responsible for payment of all specified deductibles, coinsurance, copayments and premium costs as specified in the Plan Document.
4. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
5. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a ten-month employee resigns or retires at the end of the previous school year.
6. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner or employee + family coverage of health insurance available through twice monthly payroll deduction.

7. If an employee and his/her spouse/domestic partner are both employees of the Board, the Board agrees to combine their health insurance contributions and apply the same toward family coverage.
8. The Board shall provide health insurance at no cost to employees who are on leave of absence under the Family and Medical Leave Act of 1993, to the extent required by law.
9. Comparable health insurance plans shall be made available, subject to normal limits imposed on such benefit plans, to employees upon retirement. The cost of the premium shall be borne by the retiree.
10. The Fringe Benefit Committee shall review and advise on questions used in the bi-annual insurance survey.

B. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, an alternative to health insurance, as set forth in Appendix C, Section H.
2. Eligibility for an alternative shall require that the employee has group health insurance from another source.
3. An employee may re-enroll in the health insurance program during annual enrollment or within 30 days of a qualifying event as defined by IRS Section 125.

C. Life Insurance

1. The Board agrees to provide, at no cost to the employee, a term life insurance policy with accidental death and dismemberment coverage, equal to the employee's annual base salary.
2. In the event a beneficiary has not been designated by the employee, the Board shall pay the benefits under the policy equally to members of the first of the following surviving classes: spouse/domestic partner, children, parents, siblings, and executor or administrator.

D. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties; however, the total cost of the premiums shall be borne by the employee.

1. Universal life insurance coverage shall be available for the employee and/or spouse/domestic partner from a minimum amount of \$10,000 up to the maximum provided in the policy document in \$10,000 increments to the maximum of the policy.

2. Additional term life insurance coverage shall be available up to a maximum of \$10,000 for the teacher's spouse/domestic partner and up to a maximum of \$5,000 for each child depending upon the teacher's annual salary.
- E. The Board shall provide for the purchase of additional benefits through the provisions of IRS Section 125. If significant changes are made in these plans offered by the District, employees shall be given an opportunity to change enrollment in benefit programs in accordance with Federal regulations. Programs offered may include, but shall not be limited to, dependent medical, life, dental, and vision insurance plans and flexible spending accounts.
- F. The Board shall provide free payroll deductions for up to two tax-sheltered investments, the Central Florida Educators Federal Credit Union accounts, the U.S. Savings Bond program and the IRS Section 125 program. At the time of deduction, funds shall be transmitted to the appropriate agency, unless otherwise prohibited.
- G. Terminal Pay
 1. Per F.S.1012.61(2) 4, upon retirement an employee shall receive terminal pay equal to his/her daily rate of pay multiplied by the number of days of accumulated sick leave, according to the following formula:

Years of Service in the District	Percentage Factor
0-3	35
3.01-6	40
6.01-9	45
9.01-12	50
12.01 – over	100

- a. Effective July 1, 2008, employees may use cumulative years of service for calculation of terminal pay if, when rehired by the district they remain employed immediately preceding retirement, for at least five years.
- b. Consecutive years of service will be used for calculation of terminal pay in all other situations.
2. An employee will (a) notify the appropriate District department in writing on or before April 1 of the fiscal year in which s/he is retiring and (b) work at least 45 duty days during that fiscal year. The Superintendent may waive the above requirements in unusual circumstances.

The Superintendent may waive the above timelines in mitigating circumstances.

3. An employee who retires under the disability provisions of the Florida Retirement System or Teacher Retirement System shall be eligible for terminal pay as specified in this Contract.
 4. The Board agrees to provide terminal pay to the employee's designated beneficiary, or to the estate of the employee if no beneficiary has been designated, if active service is terminated by death. Active service shall include an employee on Board-approved leave.
 5. Terminal pay shall be made available within 30 duty days of the date of retirement, or on a mutually agreed upon date.
 6. An employee who is laid off shall be compensated for his/her accumulated sick leave according to the formula in Section 1. Above, if requested by the employee.
- H. A twelve-month employee who leaves his/her employment for any reason shall be paid for all of the annual leave accrued through his/her last workday. Payment shall be made within 30 duty days.
- I. Employees shall be covered by Workers' Compensation as provided by law.
- J. Employees shall be eligible for participation in the Orange County Public Schools Employees Sick Leave Bank, which rules and procedures are set forth in Appendix D.
- 1. Employees may choose to make a voluntary contribution of one (1) or more of their accumulated days to another employee any time during the year.**
- K. Expenses
1. An employee assigned to more than one work-site shall have one work-site assigned as his/her base school, and shall be reimbursed for all mileage excluding the round trip mileage from his/her home to his/her base school.
 2. An employee who is authorized and required to use his/her automobile in the performance of his/her assigned duties shall be reimbursed at the maximum rate permitted by Florida law. Said employee shall also be reimbursed for tolls paid upon submission of receipts for same.
- L. Free off-street parking facilities shall be provided for employee use at each school. Employee and student parking at high schools shall be separate.
- M. All employees with proof of employment along with picture identification or an O.C.P.S. picture identification may attend all school activities in which pupils participate, free of charge, unless otherwise prohibited by a regulatory agency.

- N. The parties support an ongoing program of employee assistance, recognizing that chemical dependency, mental and/or health problems and other problems of a personal nature may contribute to misconduct and/or a decline in job performance. As such the parties will continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
- O. The Board agrees to make a reasonable effort to maintain the Institute for Professional Development to serve as a confidential resource for teachers.
- P. The parties agree to participate in a mandatory plan for all employees to shelter a portion of their sick leave pay out at retirement.

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.

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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.~~**
 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 should be used to cover classes prior to resorting to splitting classes.**
 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;**

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- 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.

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

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- meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (✓) in and out upon arrival and departure from their work site.
- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.
- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.
- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips on in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees,

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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.

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- 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.