

CBLT Bargaining Minutes

8/4/20

Virtual: ZOOM

1. CTA Opening

- a. The president read an opening statement (see document), describing the start of the school year as a battle for teacher lives rather than the typical atmosphere of joy and excitement. Many teachers were feeling like their employer was choosing funds over their safety as they moved forward to open school buildings for face to face instruction despite a recent correspondence from state authorities saying it was a local decision. Experienced teachers are leaving the profession rather than put their family's health at risk. Meanwhile, the District welcomed over 700 new teachers this summer knowing that the annual contract teachers must be renewed each year and were more likely to obey administrators' threats and directives. CTA demanded that District get to work with them and bargain in good faith as it was a matter of life and death. This union will fight to defend our contract, as well as members' rights and lives.

2. Voices of the Members

- a. CTA read several emails from members describing their concerns as they returned for the 2020-2021 school year.

3. CTA Preschool Week Concerns

- a. Teachers have been back to work for two days and were already reporting school sites where masks, hand sanitizer and cleaning supplies were not available, even for the teachers who have been assigned face-to-face classes.
- b. There were also reports that some school administrators were requiring certain non-classroom teachers, such as deans, counselors and coaches to report to school building for preschool week although a recent News You Can Use email stated that all pre-planning days could be worked remotely or at school. CTA demanded that all instructional personnel in the bargaining unit be treated the same, as outlined in the contract.

4. District Counterproposal: Reopening Schools

- a. The District began by describing their COVID-19 Health and Safety Procedures Manual
 - District struck through MOU reopening language that was addressed in this manual making note throughout their counterproposal where CTA language was struck, but included in their manual.
 - The manual was described as a comprehensive, 76-page plan, created with input from local health professionals to address topics such as prevention measures, school operations and clinical procedures.
 - The manual was designed to be a fluid document that could be revised based upon the course of the pandemic.
 - CTA asked why specific health and safety language, etc. such as they proposed could not also be included in the MOU? The District can change the manual at any time, without consulting CTA, and the union would have no authority to contractually enforce breaches.
 - District did not believe the language they struck belonged in the MOU. They would only make changes to their manual when advised to do so by the FL Department of Health.
 - CTA pointed out that they had no input in the District's COVID manual.
 - District responded that the input from the work groups was considered and CTA had representation on the committees.

- CTA stated that the FL Department of Health was directly under the governor’s jurisdiction, who was demanding that schools reopen no matter the impact to public health. That is why it was critical to include CDC guidelines as this entity was less biased.
 - CTA asked if it was the District’s intention to leave the boxed notation “*The best practices and safety procedures are contained within the COVID-19 Health and Safety Procedures Manual*” in the final MOU?
 - District responded that it would be removed.
 - CTA maintained that by omitting the language, CTA had no ability to make certain it was enforced.
 - District suggested offering a counter proposal with different language.
- b. #1) District stated that Health and Safety recommendations would be based on local health officials and industry guidance for best practices for Orange County, as opposed to guidance from the CDC, but added that some references to CDC were included in their COVID manual.
- CTA asked for more specific details about which local health officials were providing input and what industry guidance was being utilized.
 - CTA went on to inquire about how the District decided their position when opinions of scientific experts contradicted the recommendations of FL Dept. of Health officials.
 - District brought in a subject matter expert, Jennifer Fowler, to offer additional insight. She explained that industry guidance referred to several entities such as professional organizations and official papers.
 - CTA asked if there were any positions that were being rejected.
 - The respondent clarified that the District was examining best practices from varying sources, not taking an “all or nothing” approach.
 - CTA pointed out that there were some groups that believed schools should open for face-to-face instruction and others that did not. How did the District decide? CTA cannot trust the District to look out for the best interest of their members’ health.
 - District maintained that there was a reopening requirement in their approved state plan that required face-to-face instruction. Florida Department of Health consultants would be the ultimate guide when there were conflicting expert opinions.

12:10pm – 12:45pm DISTRICT REQUESTED CAUCUS, CTA REMAINED IN ZOOM CONFERENCE ROOM

- c. Continued Discussion of MOU #1) Health and Safety
- District and CTA engaged in reciprocal discussions about how to proceed with the District’s review of their Reopening Schools Counterproposal and at what point CTA questions should be posed. It was agreed that CTA could pose questions after each section and if there were things that the District could not answer, they would like those inquiries in writing.
 - District expert Jennifer Fowler asked to provide an example of when the District might choose to reject a CDC recommendation that would not be appropriate in Florida.
 - CDC guidelines suggests opening windows for ventilation while in FL this would not be appropriate due to humidity and mold growth.
 - CTA asked how mold growth was addressed as Ft. Gatlin experienced leaking ceilings and asbestos issues.
 - District responded that this site could request an environmental assessment review.
 - CTA asked where staff would be relocated while the building underwent repairs.
 - District expert was not sure who made that decision.
 - CTA reiterated that they needed to know who, and by what process, safe school reopening decisions would be made when expert opinions differed.

- District stated that ultimately it was the FL Dept. of Health and at this minute they had not communicated that it was unsafe to reopen schools.
 - CTA asked if they were telling District officials that it **WAS** safe?
 - District reiterated that they must adhere to the approved plan submitted to the state until they were told that it was not safe.
 - CTA reminded the District that the state's response to the District's request for a waiver left that decision to the School Board.
 - District responded by stating that 30% of students wanted face-to-face and in some schools that was as high as 50% and they had received no indication that it was unsafe.
 - CTA asked the District if they would agree that there were scientific groups that would disagree with that position.
 - District retorted that they had provisions in place to keep everyone as safe as possible. If the FL Dept. of Health thought this would put the community at risk, they would tell us.
- d. #2) District commented that buses fell under OESPA jurisdiction and did not belong in CTA's MOU.
- CTA recognized this but maintained that the students from buses would interact with everyone in a school building. CTA believed this safety issue applied to their bargaining unit.
 - District stated that there were details about transportation in their COVID manual. Furthermore, they were still bargaining with OESPA which they could not comment on.
 - CTA asked how many students would be taking the bus to face-to-face instruction in comparison to before the pandemic? How many more buses would be utilized?
- e. #3) District stated that health checks "may" be conducted, and additional details existed in their COVID manual. They use "may" because this recommendation could change but they were open to changing it back to "will."
- CTA also asked about the District's vague language "as long as it is a best practice." Who made that decision? Why could we not state "As recommended by the CDC?"
 - District stated that the CDC recommendations were broad and theirs were more specific. If CTA did not like the proposed language, they were welcome to counter.
- f. #4) District stated that they returned the number of people conducting walkthroughs to "2" because they have many new principals and assistants. They also included minimizing visitors "to the extent feasible" because they had contractors and vendors with legitimate business.
- g. #5) District stated that, they could agree with letters a., b. and c.
- CTA asked for the language about updated emergency plans and contact lists because when schools were shut down in March, teachers were frustrated with out-of-date family contact information.
 - District may be open to putting this language back in.
 - CTA was already hearing of cases where teachers have disclosed positive COVID test results, but staff was not being notified.
 - District referred CTA to their COVID manual that explained this procedure, including a flow chart.
 - CTA asked when people were informed and if families would be notified?
 - District explained that only people considered to have close contact as defined by within 6 ft with no mask, or 15 minutes of interaction, would be informed of a positive individual.
 - CTA stated that teachers did not feel that the District was protecting them. The District informed people when there was a lice outbreak or another condition, like Swine Flu, measles, or chicken pox. The District cannot treat COVID differently.

- District stated that their contract tracing protocol was consistent with CDC guidelines. If local health experts told them to inform an entire building they would. They have plans for entire building shut down, if necessary. District will take each case individually.
 - CTA did not believe the District's plan was robust. Parents and staff should have the right to make informed decisions about their own health and need for testing if there was a positive COVID case at their work site.
 - District disagreed and believed they had a vigorous plan, referencing their COVID manual. They relayed that it was unfair to characterize the District as lacking concern as they were taking the pandemic very seriously.
- h. #6) District stated that flexibility for high risk employees would depend on the school. Principals were working tirelessly with affected individuals on a case-by-case basis.
- CTA stated that teachers have been told to teach face-to-face or lose their jobs.
 - District asked which schools had said this.
 - CTA responded that several Step 1 grievances had already been filed.
 - Three District principals shared how they had worked through teacher preferences at their sites to include an elementary, middle, and high school example.
 - At high school it was challenging because if one student requested face-to-face for a specialized course such as Latin, that teacher would have to come in to the building and the principal would put provisions in place to keep them as safe as possible. Decisions were ultimately being made based upon the teacher's comfort level. If an agreement could not be reached, the teacher would work with the District and ADA department to see if another remote assignment could be arranged.
 - At her elementary school, the principal met with every grade level for days and they finally came to consensus as a staff on how to balance their specific needs.
 - The middle school principal shared that her staff also worked with administration to match their needs to assignments so that everyone could agree. Ultimately, these included some pure virtual, some pure face-to-face and others that were a combination.
 - CTA asked if there would ever be a point where the teacher would lose their job?
 - District stated they would be compassionate and try to find a place for that teacher. It would never be their intention to put a teacher out of work
 - CTA asked for the most recent information on how many teachers did not complete a preference form and in what category were they defaulted. CTE also asked for the most recent count of parents that did and did not fill out a choice form.
- i. #7) District stated that this process was in their COVID manual.
- j. #8) District tried to make this language more succinct.
- CTA asked what options existed for staff who contracted COVID on campus after they had exhausted Medical Relief of Duty and Federal Families First Coronavirus Response Act paid leave. Was Workman's Comp an option, especially considering that a teacher may have been exposed, and the District did not inform them.
 - District did not think that Workman's Comp would apply but they would check with legal and get back to CTA.
 - CTA asked if the allotted Medical Relief of Duty paid days included days missed while waiting for test results.
 - District affirmed that this was the case
- k. #9) District stated that calendar had been an issue, but that was no longer true.
- CTA disagreed as it could be impacted by a hurricane.
 - District suggested that CTA counteroffer.

- l. #10) No issues
- m. #11) Principals may request that teachers video tape segments for presentations such as Meet the Teacher but these would be voluntary. Regarding language proposed for non-classroom personnel, District had concerns that they would not be available on campus to supervise students.
 - CTA asked if these supervisory roles were voluntary.
 - District stated not all of them, such as a dean.
 - CTA referenced that this language applied to duties that did not entail student contact.
 - District will get back to CTA, they may be able to reword.
- n. #12) District stated that there were many things within this sanitation language that they were willing to agree to. A subject matter expert, Mike Winters, was asked to supply details.
 - District had changed custodial schedules to bring staff in earlier to afford them time to clean frequently touched areas throughout the day.
 - CTA asked how rooms would be cleaned where a positive COVID case existed.
 - District stated that the process would be like cleaning for other viruses to include sanitizing all surfaces. A mist sprayer was also being used.
- o. #13) Districted struck language that prohibited home visits.
 - CTA did not agree
- p. #14) District used “where feasible” to proposed language.
 - CTA was opposed to District disclaimers such as this as they water down the language and made it useless.
 - District voiced that they would accept a counteroffer.
- q. #16) - #19) District included these topics in their COVID manual.
- r. #20) District stated that this was covered in the current contract.
 - CTA included this language to apply to non-classroom instructional who may be mandated to cover lunch duty. CTA was also opposed to students eating in classrooms, as an extended time without masks could contribute to virus spread.
 - District understood CTA’s position.
- s. #22) In District COVID manual
- t. #23) District referenced the Employee Assistance Program
- u. #24) - #25) General agreement or existing contract language or no longer applied or self-explanatory
- v. #29 - #31) Training: general agreement or no longer relevant
 - CTA believed that training would need to be ongoing as they suspected that the District would eventually need to shut down and training would be critical. CTA needed a voice in what was offered.
 - District welcomed CTA input
 - CTA sent a list of training topics to Rob Bixler and offered members trainings, as well.
 - District stated that these were shared with the appropriate departments.
 - CTA would also share their training resources.
- w. #32) Preplanning training - virtually
 - CTA stated that a memo was sent permitting teachers to have a choice of participating remotely or in buildings, but several staff were told to they had to come in. Examples were shared and CTA voiced that grievances would be filed if the District continued to treat their members differently.
- x. # 33) - # 36) No issues
- y. # 37) District added language “in a timely manner”
 - CTA reminded District that they would not agree to these types of disclaimers as they’ve been burned too many times.

- District understood CTA's position.
- z. #38) no issues
- aa. #39) District asked for clarification about this proposed language
- CTA explained that CTE and new students needed to be physically on a campus to activate OCPS accounts and marked present to have accounts activated 24 hours later.
 - District would follow-up with IT department
- bb. #40) First one District had no issues, the second one, CTA wanted cameras to be voluntary.
- District would reconsider and get back to CTA
- cc. #41) - #42) no issues
- dd. #43) District needed Professional Standards to remain in the language as this Department processed COVID cases but District understood that CTA did not agree.
- CTA asked what would happen if an employee notified their supervisor but forgot to tell Professional Standards?
 - District responded that the COVID manual stated that one step included the administrator reminding the employee to report case to Professional Standards.
- ee. #44) No issues
- ff. #45) District stated that this language was addressed in the contract.
- CTA Voiced that when arbitrators were assigned cases that were related to safety these were given top priority. CTA requested a partnership with the District. Discipline should be the last thing the District was thinking about
 - District understood and voiced that disciplining a teacher was never their goal.
- gg. #46) No issues except they included "when feasible" and understand that CTA did not like that language but also needed flexibility for unique situations.
- hh. #47) District cannot agree to as IEP issues may exist
- ii. #48) - #49) No issues
- jj. #50) District returned the "negligence" language
- kk. #51) - #52) No issues
- ll. #53) District stated that this language was not possible in all circumstances as voiced by the principals at the table today.
- CTA stated that teachers could not teach students face-to-face and virtually at the same time, it was the same as teaching two classes at once and would create student discipline issues. There was contract language that prohibited this.
 - District disagreed and asked CTA to cite the language they were referencing
- mm. #54) - #55) No issues
- nn. #56) District asked for clarification
- CTA stated that workload could be impacted, and class size compromised when teachers got sick and there were not enough teachers. Also, social distancing would be compromised.
 - District understood but might have additional questions later.
- oo. #57) - #58) District stated that these spoke to staffing which was a management right.
- CTA disagreed as substitutes were a contract right
- pp. #59) CTA stated that they would be following the lesson plan agreement and were already getting reports from teachers of CRMs and lesson plan violations.
- District understood. They signed the agreement.
- qq. #60) District asked for clarification
- CTA gave an example that during the pandemic, a coach's new job might be to act as a substitute.
 - District understood and would reconsider.

- rr. #61) - #64) Referenced Evaluations and District had no direction from the state.
 - CTA stated that LaunchEd@Home was very different. If teacher evaluations were necessary, what changes to the evaluation system were being contemplated by the district? CTA will want to bargain.
- ss. #65) District did not know if the state would potentially cut electives and the COVID manual addressed other language struck through.
 - CTA added that there was a specific need for some electives like art to have more PPE supplies.
 - District understood.
- tt. #66) - #69) No issues
- uu. Terms & Conditions:
 - District returned the sunset date to December 2020 because the commissioner said that the status of education would be reassessed after the first semester.
 - CTA had concerns about all the strike throughs in this section.
 - District understood CTA's concern and would try to reword.

5. Closing Comments

- a. CTA stated that they saw the two sides as having extreme fundamental differences. The Executive Order did not prohibit the District from referencing CDC guidelines. CTA had no way of enforcing what was in the District's COVID manual. CTA would also not agree to any disclaimers.
- b. CTA believed that the District needed to contemplate more creative solutions as opposed to requiring teachers to instruct classes face-to-face at the same time as virtually. For example, if only one student wanted face-to-face Latin, that student could take the class on campus, signed into a computer from a classroom.
- c. District was open to accepting all CTA's proposals, but they needed flexibility. They wanted every teacher to have a job placement.
- d. CTA stated they would need time to review the District's 76-page COVID manual and add applicable language back into the MOU.
 - CTA asked if the District could arrange a conference call with their FL Dept. of Health experts.
 - District would investigate, but at this time, the District believed that they could open schools safely even though CTA did not agree.
 - District would look forward to CTA's counterproposal.

6. Next CBLT meeting:

- Thursday August 6th 9:00am