

CBLT Bargaining Minutes

9/24/20

Virtual: ZOOM

1. Mental Health Curriculum

- a. CTA shared their proposed MOU related to instructional personnel delivering this year's Mental and Emotional Health Education for grades 6-12.
 - This proposal was modified from the one CTA had proposed in May.
 - CTA reviewed the training video and lessons supplied thus far and commented that teachers would need to be compensated for time required to watch the videos before each lesson, as well as for the time needed to review the discussion directives.
 - CTA will need the final training video with complete voiceover.
- b. District asked why CTA did not respond to their Mental Health proposal from 9/15/20?
 - CTA explained that they included changes that conformed to the District's last proposal.
- c. District's response:
 - Teachers will need to provide the education.
 - The curriculum can not be completed by students independently on-line. Class discussions were needed to process the videos. No written student responses will be reviewed by staff.
 - If any sensitive topics arose, teachers could call for mental health personnel support.
- d. CTA's response:
 - Teachers were voicing that they are being asked to present material that was outside their areas of expertise.
 - Teachers needed to be compensated at least for their time if the District did not have funds for a supplement. CTA was willing to negotiate compensatory time, such as leaving with the students on early release days.
- e. District stated that they will need to discuss the proposal at caucus after they received the updated version. They were also looking for more specific details about the compensation component.

2. Instructional Evaluations

- a. District asked CTA if they were proposing a counteroffer that would work from their proposal document presented on 9/15/20.
- b. CTA responded that they were presenting a "baseline" evaluation proposal that was crafted after reviewing evaluation arrangements from other FL districts. The details could be ironed out after baseline tenets were agreed to (see document).
- c. District stated that the state was not waiving the evaluation process and the contract already outlined the expectations. The CBLT was only bargaining the timelines.
- d. CTA replied that they were not proposing that the evaluation process be waived but rather reformatted with language that had been approved in other Districts.
- e. District voiced that the timelines they were proposing were beneficial to teachers.
- f. CTA disagreed and relayed that the effects of the pandemic on the modalities teachers were forced to teach under had profound impacts on the evaluation system, not just the timelines. This CBLT team was charged with bargaining the effects.
- g. District voiced that CTA's proposal was too broad. Timelines needed to be adjusted because it would be difficult on teachers to complete all the components under the timeline outlined in the contract.
- h. District asked CTA to define "evaluation system," specifically were they referencing the tool or processes and timeline?
 - CTA responded that they were referring to everything that was included in contract language.

- District stated that their recommendations for the timeline changes benefitted teachers as they were proposing a reduced number of observations, as well as additional opportunities for practice, coaching and feedback to support teacher growth.
 - CTA countered that the system could be simplified. With students coming in and out of classrooms, technology issues, teaching virtually and F2F simultaneously, and classes moving in and out of quarantine were all a detriment to evaluating teachers fairly. If the District's intent was to benefit teachers, the District fell short and needed to make the process simpler.
 - CTA added that Article X does not address how to teach or evaluate instructional personnel during a pandemic. They were not sure that extra time and fewer observations was the answer. Drastic changes to the system were needed to level the playing field. Instructors should not be evaluated the same under three separate teaching platforms.
- i. In response to CTA inquiring about training for the evaluation process, District stated that new teachers were exposed to the model during Great Beginnings. Teachers who were hired throughout the year also participated in sessions of Great Beginnings.
 - j. District pointed out the Orange County Virtual School (OCVS) had effectively used the current evaluation framework for several years.
 - CTA did not believe that OCVS was a good point of reference. Those instructors had more consistency and did not go through all the ongoing changes that were being experienced by traditional OCVS teachers at this time.
 - CTA added that the District regularly called working conditions "fluid" and charged staff to be flexible when required to "pivot." How could the District justify giving a "Beginning" rating to a teacher who never taught two models at once before, by an evaluator who certainly never had to teach under those conditions.
 - k. When District asked a number of clarifying questions about CTA's proposal, CTA agreed that there were numerous scenarios to think about, commenting that even the District COVID manual changed on a weekly basis.
 - Teachers were finding it difficult to keep up with revisions. For example, students with mask waivers were sitting in their classrooms and teachers were told that they were not allowed to inform the parents of the student's classmates.
 - Teachers with ADA accommodations were being forced to return to buildings and were under extreme stress.
 - While District understood CTA's position, they asked, "but what was the impact?"
 - CTA stated that the evaluation was tied to salary, as well as a teacher's opportunity to be rehired.
 - l. District asked CTA about their proposed timelines and if CTA was considering a counteroffer.
 - CTA responded that a timeline existed in the contract and that if the District planned to move forward with the current system, they would need to follow the contract.
 - District asked CTA why, if they had no interest in their proposal, did they wait more than seven days to say so. District believed that they were benefitting teachers.
 - CTA argued that they were saying the direct opposite. The timeline was only one component. Out of respect and integrity for the evaluation system, CTA did not believe that this decision could be rushed. We were only just beginning to see the impacts of the pandemic on teaching and learning.
 - m. CTA referenced a memo that went out to principals on September 3rd outlining how evaluations would be moving forward like last school year and then pointed out that the District's proposal was not passed across the table until September 15th. How could the District question the timeframe of CTA's response? Member's of CTA's bargaining team also had instructional responsibilities.

3. CTA Presented a Revised Mental Health Proposal (*Following Caucus*)

- a. CTA reviewed their proposal and explained that their intent was to codify the proposal they had present back in May.

- b. District asked for clarification about the proposed comp time being earned for the entire curriculum or per session.
 - CTA responded: per session.
- c. District would review to consider and send CTA a response or possible counter today or tomorrow.

4. District Response to CTA Evaluation Proposal

- a. District voiced that they “noticed” CTA their intent to bargain the timeline on August 21, 2020. The September 3rd memo to principals did not speak to the evaluation timeline, only the state’s position about evaluations.
- b. At this point the District would follow the guidelines of the contract.
- c. CTA reminded the District that they had requested to bargain the entire evaluation process in the midst of a pandemic.
- d. District’s position was that the CTA’s proposal violated the law, while their proposal attempted to decrease the number of observations. If CTA was requesting to continue this bargaining discussion on a prolonged basis, it would cause difficulties for administrators.
 - CTA disagreed that their proposal was illegal and suggested that the District ask DOE if that was the case.
 - CTA did not believe that the District was really trying to work with teachers to make this evaluation process as smooth and simple as possible.
 - CTA did not want to look at the timeline in isolation and they found the District’s position disrespectful. If all the District could offer was a change in the timeline, CTA found this very sad.
 - CTA voiced that the District’s actions confirm the “disconnect” that existed between teachers and the District office.
 - District reiterated that their proposal was intended to help teachers and it also included few observations. They consulted with other districts before crafting their proposal. District’s legal counsel pointed out that both #2 and #3 on CTA’s proposal violated the law.
 - CTA requested citations for the specific violations.

5. Main Table Bargaining: Salary

- a. CTA presented a salary proposal (see document)
 - District asked about the cost of the proposal.
 - CTA presented examples, along with the cost.
 - District asked if pk teachers were included.
 - CTA responded that their proposal included every single member of their bargaining unit.
 - District asked clarifying question, including, “Did CTA lump all \$28 million together?”
 - CTA stated that yes, they had.
- b. CTA also presented a document that outlined budgeting practices over the last several years that tied up huge amounts of money into categories that repeatedly were never spent. This overbudgeting tied up funds that could be used for raises. if such was really a priority for the District.
- c. District stated that their team needed to caucus.

6. Following Afternoon Caucus

- a. CTA stated that there was a section in their salary proposal that they did not review before the caucus and proceeded to explain their proposal for hazard pay.
 - District had no questions.
- b. CTA presented additional proposal for contract language:
 - Fringe Benefits: (see document) 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.
 - Duty Day: (see document) New language, plus added language from substitute settlement as it is not consistently being followed.

- 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.
- District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, where possible.
- 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.
- 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.
- It is not an emergency when:
 - a. a teacher arrives late due to reasons such as illness, car problems, or traffic and misses less than a quarter day of work;
 - b. a teacher needs one or two period of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
 - c. a teacher leaves early due to a doctor's appointment;
 - d. a Kelly Services substitute arrives after the start of a work day;
 - e. teachers are released to attend professional development either off-site or on-site; or
 - f. Kelly Services, or any other third-party contractor, is unable to fulfill school administration's request for a substitute.
- School administrators are precluded from cancelling substitutes or changing a substitute's assignment and will be notified of such limitation on their authority.
- 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 or portion thereof.
- c. District asked for clarification about common planning proposal in terms of how many occurrences were needed receive supplement.
 - CTA responded that it would be paid for each period above the allotted time in the contract.

7. District Response to CTA Salary Proposal

- a. District observed the adjustments that CTA made to the District's numbers in their salary proposal, commenting that some numbers fluctuated (e.g. charter allocation) as well as CTA's removal of monies that accounted for their shortfall in growth.
- b. CTA stated that District told us at the last session that the \$37.3 million would not change even if there was a reduced growth.
 - District conceded that such was true.
- c. CTA was not aware of fluctuation and made their proposal with the numbers that the District provided.
- d. District believed that CTA's proposal violated state statute:
 - 80% must be allocated to full-time classroom teachers and CTA spread some funds out to others instructional personnel.
 - Once full-time classroom teachers were brought up to \$47,500 or maximum amount achievable, the leftover could only be used for those who did not get 2%.
 - After following state directs to the tee District calculated that only \$5 million was left over.
 - CTA's proposal exceeded their funds, even administrators would not be getting raises this year.

- e. CTA disagreed and voiced that the District was misrepresenting the law. After getting full-time classroom teachers to \$47,500, all the rest of the funds were subject to bargaining. Other districts had also interpreted state statute this way (e.g. Broward, Dade). CTA added that Orange County repeatedly misrepresented statute to the detriment of teachers.
- f. Ongoing discussion continued about the interpretation of the 80% / 20% earmarks under HB 641. CTA suggested that the District bring their counsel into the conversation because their chief negotiator's understanding of the law was not accurate.
 - While the District chief negotiator took offense at the insinuation that he did not understand the law, he advised CTA's attorney to speak with the district's attorney if she chose to.
- g. CTA voiced frustration with the pervasive nature of District attorneys misinterpreting statutes, which ultimately had costed CTA thousands of dollars in litigation.
- h. District will provide a written response to CTA's document which outlined concerns for over-budgeting.

8. Next CBLT meeting:

- 9/30/20 12:00pm
 - Continue Impact Bargaining for Evaluation and Mental Health followed by Main Table Bargaining for Salary