

# CBLT Bargaining Minutes

7/22/20

Virtual: ZOOM

## 1. CTA Opening

- a. The president read an opening statement (see document), commending the School Board for requesting a waiver to return opening schools decision-making power back to them as local decision makers. She reminded the District that they cannot ask teachers to violate FLDOE Principles of Professional Conduct that mandates that students be protected from conditions that are harmful to learning and/or to the student's mental and/or physical health and/or safety. Recent statewide data was shared including the fact that Florida is now leading the number of COVID-19 related deaths in the last seven days.
- b. Frustration was communicated over the District's negligence in working with CTA in a collaborative and honest manner, such as making a unilateral decision to change agreed upon school dates, which has a harsh impact on the well-being of teachers, while publicly boasting that they are working with the union. The president demanded that the District bargain in good faith, repair their lack of transparency that disregards the health and safety of students and staff and address insufficient adherence to CDC guidelines at worksites throughout the summer months.
- c. District requested copy of this statement.

## 2. District Opening:

- a. They have not received any communication from the state on their request for a waiver and therefore planning will ensue based upon the innovative plan that was approved. While respondents were asked to reply by July 24<sup>th</sup>, the feedback from parents, as of today reflected that:
  - 68,000 (of 215,000 students) responses depict that 30% chose face-to-face, 64% LaunchEd from home, 5.8% OCVS and 0.7% other.
  - 10,000 (of 14,300 teachers) responses depicted 27.6 prefer face-to-face, 46% LaunchEd from home, 1% LaunchEd from their classroom, 3.1% OCVS and 5% indicated that all of the above were fine
- b. District went on to point out that they have responded to all requests for information without objection and that they welcome CTA's questions and are happy to answer them.
- c. CTA adamantly disagreed stating that the District has complained about the volume of questions at the bargaining table and during phone conversations.
- d. District differed in their opinion and asked CTA if they were ready to hear the District's counter-offer the CTA's proposed re-opening MOU.
- e. CTA voiced that they would first like to share feedback from teachers, as well as a new proposal related to pre-planning.
- f. District agreed.

## 3. Voices of the Members

- a. CTA read several emails from members describing their concerns related to the District's decision to postpone their start date and first paycheck, which amplified devastating impacts on families.

## 4. CTA Proposal: Pre-planning MOU

- a. See document. CTA presented an urgent MOU calling for the teacher work year to begin as scheduled on July 31<sup>st</sup>, as agreed upon in the June 11<sup>th</sup> MOU, as well as provide for additional paid planning days to focus on safety and instructional strategies, prior to students returning on August 21<sup>st</sup>.
  - District stated that the purpose of the June 11<sup>th</sup> MOU was simply for the purpose of addressing the fact that July 31<sup>st</sup> is a Friday.
  - CTA did not agree with that that interpretation. They maintained that the District bullied them into forcing teachers to start on July 31<sup>st</sup>, despite it being a Friday and at the time, the District

maintained that it could not be changed due to payroll calendars. The MOU was not for one day and indicated that preplanning would start on July 31<sup>st</sup> .

- CTA also pointed out that the District refused to make any modifications to the school psychologist June 16<sup>th</sup> MOU once it was signed despite the alarming surge of COVID cases .
- District disagreed with CTA’s interpretation of the intent of the June 11<sup>th</sup> MOU but understood their position. District asked if CTA was willing to assist with creative solutions, such as reducing student days, moving paid days around, utilizing time on early Wednesdays, or a combination of these.
- CTA inquired about the use of CARES ACT monies.
- District voiced that they could not commit to using these funds as there were still budgeting unknowns in terms of student enrollment, as well as expenditures over the months ahead.
- District requested clarification of CTA’s request for preplanning, specifically if CTA was asking that preplanning begin on 7/31 and then extend for two weeks?
- Yes, that is what CTA was demanding. Teachers need this additional planning time. CTA was annoyed that the District repeatedly did not bring issues such as this to the bargaining table but instead. unilaterally changed the calendar and pay dates, as well as violated the MOU. CTA should not be hearing about this first from the press.
- District preferred to focus discussions on solutions and were also eager to present that counter proposal for Reopening Schools.
- CTA stated that they did not appreciate receiving the counter offer five minutes before coming to the table, as this wasted time as the District already came to today’s negotiation session thirty minutes late.
- District responded by voicing that they only received CTA’s Preplanning Proposal five minutes before today’s session, as well and they were late because they were caucusing.
- CTA retorted that the District should not be caucusing at the same time the public has been informed that the meeting would begin. It is CTA’s position that the District “does not have their act together.”

- b. District will take this proposal under advisement and review it at the caucus, emphasizing that they wanted to concentrate on resolutions.

## 5. District Counter-Proposal: Reopening Schools (See document)

### a. Health and Safety #1

- Strike throughs that referenced CDC guidelines could not be agreed to as these are frequently changing.
- “May” conduct daily health checks as these may not be needed later in the fall semester.
- CTA asked if District’s language included all members of the bargaining unit.
- District confirmed that this was their intent; however CTA can suggest different wording.

### b. Health and Safety #4

- This language was suggested to offer flexibility. The District did not know exactly how many parents would be selecting each option; however, the current trend seemed that the majority were leaning toward LaunchEd. The District also had not received a response from the state regarding their waiver request.
- CTA pointed out that this paragraph was only designed to relate to bargaining members at higher risk levels. Is it the District’s intention to accommodate this group only if it is feasible for scheduling?
- District stated that higher risk staff need to go through the ADA office, adding that the demand for LaunchEd at home will differ from school to school. There was no easy answer and one-size will not fit all. They continue to collect information.

- CTA pointed out that responses have only been received from 30% of parents and that the District should have surveyed preferences sooner. This delay was affecting efficient bargaining.
  - District mentioned that parents who preferred the face-to-face option did not need to respond to the survey. Non-responders would be defaulted to face-to face instruction.
  - CTA asked if the District would be following up with families who did not complete the survey to make certain.
  - District will reach out to staff conducting the survey to get this answer.
- c. Health and Safety #5 & #6
- This language was consistent with the procedures that are currently in place.
  - CTA asked if all leave associated with COVID-19 would be paid?
  - District stated that “medical relief of duty” was paid and once exhausted and if approved, “Emergency Sick Leave under the Families First Coronavirus Response Act would also be paid. Most Districts are not offering the “medical relief of duty” paid days first.
  - CTA asked for the names of districts they have investigated
- d. Health and Safety #9
- District was open to creative ways to address recordings. Principals shared that they may want to record a faculty meeting, for example, so that a new teacher can view it later, or perhaps an introductory recording can be created by a teacher to be included in a virtual Meet the Teacher.
  - CTA asked about the inclusion of meetings in person.
  - District stated that some parents want face-to-face meetings as an option. They are open to a counter proposal.
- e. Health and Safety #10
- The proposed language was crafted for universal consistency.
- f. Health and Safety #17
- Regarding CTA’s position that employees may refuse to work under conditions they reasonably believe pose a danger to their health, based upon contract language, District maintained that if the outlined health and safety provisions had been addressed, staff cannot refuse to work. If something comes up, the District will work to address and resolve the issue, but staff refusal cannot be solely based on fear of COVID-19.
  - CTA asked for clarification about the District’s use of “willful neglect of duty” and if teachers who purport concerns for safety would be disciplined?
  - District responded that this could be possible. They clarified that if the District addressed the identified health and safety issue and an employee still did not wish to work, they could be disciplined.
  - CTA asked where this proposed language came from.
  - District answered that they wrote it, adding that these issues will be addressed on a case-by case basis. CTA can counter if they like.
- g. Training #19
- District was working on a PD calendar and are open to hearing from CTA regarding the topics their members need training in.
- h. LaunchEd@Home #21 +
- District changed references of “Distance Learning” to “LaunchEd@Home” to align with the state approved plan.
  - CTA stated that they did not agree that LaunchEd@Home would be the only distance option; the District unilaterally decided this.
  - District stated that this was their decision as a management right and was approved as their innovative model.

- i. Evaluation #42 +
  - Evaluations have not been waived by the state.
- j. Duration Clause
  - District changed the expiration date to December 30<sup>th</sup> as the state only asked for a first semester plan.

**6. District request that CTA explain each tenet of their Pre-planning MOU**

- a. #1 CTA stated that this section memorialized the agreed upon date of July 31<sup>st</sup> to start preplanning based on the June 11<sup>th</sup> MOU and that the extra days after the initial 6 days would address training for the new considerations brought on by the pandemic.
  - District asked if CTA was requesting 15 days of pre-planning.
  - CTA answered, "Yes."
  - District stated they cannot fund nine additional planning days and asked CTA to consider swapping current paid days from the calendar to provide additional preplanning training days.
  - CTA shared areas of training need to include LaunchEd, newly implemented district procedures, CDC Guidelines, CANVAS, mental health related to COVID, leave options related to COVID, contract language (including MOUs) and technology options.
  - CTA added that NEA had trainings that could be offered as well, and was willing to share those resources.
  - CTA also suggested that the District consider conducting IEP meetings during these days to save on future times when teachers are pulled from instructional time to participate.
- b. #3 Described the options for work locations during preplanning.
  - District stated that they agreed with an option of choice for only the first day of preplanning as stated in the June 11<sup>th</sup> MOU.
- c. District asked if they could share information that must be considered when considering calendar and payroll options.
  - CTA agreed but reminded the District that they created this predicament by changing the calendar without consulting with CTA first.
  - District detailed that most teacher checks were for nine days and must program-in insurance, and other deductions, as well as supplements. They cover:
    - 180 student days, 6 paid holidays, 6 preplanning days, 2 post-planning and 3 workdays.
    - August 13<sup>th</sup> was the new teacher start day and 9 days of instruction has been moved to the end of the year.
    - Therefore, the check the teachers would have gotten on August 19<sup>th</sup> has been move to the end of the year and would be received on June 9<sup>th</sup>.
    - These calendar and payroll changes match up and did not require massive changes to the system.
  - The District was willing to look at smaller checks on August 19<sup>th</sup> CTA agreed to move some days around.
  - CTA found this proposal offensive and disrespectful to teachers. This communicated that the calendar changed for the convenience of the District and "too bad for teachers."
  - District disagreed with this interpretation and simply stated that they were trying to outline the challenges. There were systems that had to be put in place before the teachers' return, such as building a master schedule based upon the brick and mortar building day.
  - CTA stated that they were open to bargaining in good faith but question the District's intent to do so as they have callously made decisions that will result in undue teacher suffering.

- District stated that if they made the first day of preplanning July 31<sup>st</sup> as outlined in the MOU, there would be a gap from the remaining five days of preplanning, as these would need to be the immediate 5 days before students return.
- CTA reminded the District that the calendar should have been bargained. There was no reason to move the student start date if the entire District began the year virtually. All complicated systems could have been avoided. The District should have come to the bargaining table before this decision was made.
- District maintained that they do not bargain decisions, only the effects and the School Board made a reopening-plan decision last Friday (July 17<sup>th</sup>). The District was willing to bargain workdays within the 197-day parameter but the insistence of CTA to add days will be problematic.
- CTA relayed that everything that the District decided unilaterally was problematic.

## 7. Following First Afternoon Caucus

### a. CARES Money

- CTA requested a breakdown of monies received, what monies had been spent on thus far, how much money was left and if any additional funds were expected.
- District will get this information to CTA as soon as possible.

### b. Additional Preplanning Days Discussion

- CTA pointed out that at the last meeting, School Board members stated that teachers should be paid in full and on time. What calendar option would the District suggest that will allow for this to happen?
  - District stated that they were not going to propose the specific days they would recommend as CTA would likely reject their proposal. If CTA wished to swap out paid holidays in order to add preplanning days, paychecks would be smaller when these holidays come around.
- CTA asked how the District was able to add days to the second semester when the Executive Order only addressed the first semester.
  - District responded that they had to maintain all student minutes based upon the language of the Order.
- CTA remained perplexed about the disconnect between the message CTA heard from School Board members and what was being said by District negotiators at the table. CTA demanded to know who made this calendar-change decision at the District office that will result in teacher suffering because it was obvious that the School Board did not make this call.
  - District asked which School Board member said that the calendar change would not result in any changes to the teacher pay schedule?
  - CTA said that they had the Board meeting minutes transcribed and can review them, but maintained that they still want to know which administrator made this unilateral decision.
  - District did not respond.
  - CTA voiced that they would submit a record request of emails to find out.
- CTA asked if it was the District's intention to fit all the new training needs required by staff into 2.5 days of the 6 currently allotted preplanning days?
  - District stated that it depended. Each additional day costs the District \$4.7 million and they cannot afford nine of these days.
  - CTA perceived that unless they agreed to shorter paychecks later in the year that teachers would not receive proper training and safety protocols related to the pandemic.

- District stated that these were CTA words, not the District's and they needed to be fiscally responsible.
- CTA recalled at salary discussions last year related to recurring and nonrecurring funds that the District had a "rainy day" fund and believe the current situation should be considered an emergency.
- District stated that there was \$63 million in reserve and they were required to hold a balance of \$55 million so they consider these funds tapped out.
- CTA maintained that their members needed training to attain a safe learning environment and the District may need to take time from instructional hours to do this.
- District stated that the plan was already submitted to the state and was approved based on 180 student days.
- CTA asked if the plan could be modified with the state, such as submitting an amendment.
- The District stated that they did not plan to amend it, but then modified their answer by stating that they would take this suggestion back to the superintendent.
- CTA added that while the District admitted that teachers needed additional PD, they seemed to be asking CTA to fix their mess created by changing the calendar.
- District stated that they were proposing doing the same thing that other school districts were doing by moving days from within the year to add more preplanning days at the beginning. They could not fiscally pay for additional days.
- CTA replied that 14,000 teachers could not fiscally be the brunt of the District's unilateral decision to change their pay. The District needed to find out if they could amend the plan with the state.
- District stated that it was difficult to know how long it would take to get a response from the state as they were still waiting on an answer from their waiver request.
- CTA reminded the District that they had an obligation to bargain the calendar, just not the effects.
- District referenced the provision in the contract that allowed the superintendent to make calendar decisions when the two sides did not agree.
- CTA answered that while that might be true, it did not apply to the current circumstances that were new territory.
- District disagreed.

#### **8. Following Second Afternoon Caucus**

- a. CTA voiced that they spent extensive time discussing a multitude of options and concluded that fundamentally, the situation was a complicated mess created by the District. CTA provided a initial proposal and the District should provide a counter-proposal instead of asking CTA to bargain against themselves.
- b. District stated that they provided a verbal response.
- c. CTA requested that the District provide a response in writing.
- d. District relayed that they would try to create a counter-proposal after reviewing options created by other districts.
- e. CTA replied that they had no interest in other districts and were only interested in how Orange County had violated agreed upon bargaining practices and MOUs.

#### **9. Next CBLT meeting: TBA**