

ISSUE EIGHT

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2
3 *Shall Virtual Educators be provided with computer hardware, software, peripherals, printers and internet access as all*
4 *other classroom teachers paid for by the District? (Article V – Working Conditions (New Section))*
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Special Magistrate’s Recommendation

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8 *“The Special Magistrate agrees with the Union that to delay bargaining until some future date when these unit employees*
9 *have been on the job longer is a recipe for misunderstandings, complaints and eventually grievances. As the District points out some*
10 *of their terms and conditions of employment (e.g., holidays, duty-free lunch, report days) are already in place as members of the*
11 *bargaining unit. However, their hours of work and equipment ownership are unique to teachers who work from home and need to be*
12 *addressed.*

13 *The District proposal for flexibility of the 7.5 hours makes good sense for teachers who work from home. However, its*
14 *proposal that these teachers buy their own equipment to avoid privacy issues that could conflict with District policy is unconvincing.*
15 *No other teacher must purchase his or her own computer equipment, let alone maintain it. Treating them differently because of a*
16 *privacy rule that is more difficult to enforce, should not mean that they pay for that difficulty. The Special Magistrate is familiar with*
17 *employers in the private sector faced with similar concerns that have used innovative IT technology to monitor equipment used off-*
18 *site. Thus, technology appears to exit (sic) that would overcome this obstacle that concerns the District. The labor/management*
19 *report supported the notion that this equipment and its maintenance should be the responsibility of the District, as it is with all other*
20 *teachers.”*

21 **MEA Position: MEA accepts the Special Magistrate’s Recommendation.**

ARTICLE V – WORKING CONDITIONS **Section “NEW” – Virtual Education Program Teachers**

- 24 a. Teachers employed as Virtual Education Program Teachers (eTech School) shall be entitled to all provisions within the
25 collective bargaining agreement unless specifically modified within this section.
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27 b. The work day for eTech School teachers shall be 7.5 hours each day. However, the hours must be between seven in the
28 morning (7:00 am) and seven in the evening (7:00 pm) and may not be continuous. The work day shall include a duty free

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- 1 lunch period and no less than one hour per day for planning during the 7.5 hour work day. Student contact will be limited to
- 2 the equivalent of 360 minutes per day. Teachers shall communicate their work hours to the supervisor, students and parents.
- 3
- 4 c. Teachers shall not be required to work more than a 37.5 hour work week.
- 5
- 6 d. Teachers shall not be scheduled to work on paid holidays, Saturdays or Sundays.
- 7
- 8 e. Teachers will be granted scheduled inservice days and provided with information regarding scheduled inservice programs so
- 9 that they may participate in relevant programs.
- 10
- 11 f. Teachers will be granted 3 record days as described in the approved district school year calendar.
- 12
- 13 g. The District shall ensure that each eTech teachers have the necessary technology and online access required to perform the
- 14 requirements of the position including, but not limited to, computer hardware and software, fax/printer hardware, fax and
- 15 internet connectivity, and materials and supplies.
- 16
- 17 h. Teachers shall receive inservice training related to the district and state program and curricular requirements prior to any
- 18 student contact.
- 19

20 **MEA Rationale:** The Superintendent has decided to implement the eTech virtual education program and assign or hire teachers to
21 work in this program. MEA has proposed the above language to address salary, benefits, hours, terms and conditions for these
22 bargaining unit employees. During negotiations, the Superintendent verbally stated that it had no objection to many of the
23 provisions within this proposal. However, the Superintendent has verbally stated that it was not interested in establishing the daily
24 window expressed above as “the hours must be between seven in the morning (7:00 am) and seven in the evening (7:00 pm)”.
25 Without a specific time window it may be interpreted by students, parents and District administration that teachers are effectively
26 actively working at any time within the 24 hour day. MEA contends this window would be appropriate to communicate to students
27 and parents to ensure that they are aware of the expectations of contact from teachers.

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1 The Superintendent has also stated that the employee must provide the computer technology and internet access as “a
2 condition of employment.” MEA contends that these are appropriately addressed as negotiations issues. MEA is proposing that
3 “The District shall ensure that each eTech teachers have the necessary technology and online access required to perform the
4 requirements of the position including, but not limited to, computer hardware and software, fax/printer hardware, fax and internet
5 connectivity, and materials and supplies.” In June of 2011, when the Superintendent first communicated to MEA its intention to
6 implement the eTech program, the communication noted that the District would provide the necessary technology access for virtual
7 educators. (Union Exhibit #1A) All other bargaining unit teachers within the District are provided computer technology and daily
8 access, while working, to the District’s intranet through online access. MEA contends that Virtual Educators should receive the
9 technology and access to perform successfully as a District employee. To do otherwise would effectively reduce the salary of Virtual
10 Educators due to the expense of purchasing computer hardware, peripherals, software, Printers, supplies and internet access.
11 Virtual Educators (teachers) should receive the same terms and conditions for computer hardware, software, peripherals and
12 internet access capabilities as all other bargaining unit members and should not be required to purchase computer equipment and
13 internet access. Any requirement that Virtual Educators purchase equipment and internet access would essentially be a reduction in
14 pay for bargaining unit members assigned to these positions. The Virtual Educators have work hours and other conditions that vary
15 from regular classroom teachers and these are best addressed through the collective bargaining agreement.

16 The District met with Union representatives in a June 2011 labor/management meeting to discuss a proposed Virtual
17 Education program called eTech and provided a written proposal for the Union to review (Union Exhibit 8A). Computer equipment,
18 internet access and other technology needs were originally expected to be provided by the District, not employees, as stated in the
19 District plan (Union Exhibit 8A). Several of the conditions within the eTech document conflict with, or are not specifically addressed
20 in the current collective bargaining provisions and current practices for teachers.

21 The Union proposed new language on July 27, 2011 for inclusion within the collective bargaining agreement addressing the
22 issues affecting Virtual Educators as outlined by the District in the June meeting. Both current District teachers and newly hired
23 teachers have been assigned to Virtual Educator positions at the beginning of the school year in August 2011.

24 Negotiating over the specific terms and conditions of employment is the appropriate direction when a new program is
25 implemented with bargaining unit employees. The Union’s proposal addresses the specific issues outlined in June by the District and
26 the Union’s proposals are appropriate issues to be addressed in negotiations under Section 447.309(1), Florida Statutes.

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1 It is reasonable to expect that the Virtual Educators shall be treated in the same manner as all other bargaining unit teachers
2 within the District regarding access to computer technology and online access, particularly when the majority of their work will be
3 conducted through the use of technology. The Union contends that Virtual Educators should receive the technology and internet
4 access to perform successfully as a District employee. Treating these employees differently from all other employees related to
5 computer equipment and other technology needs is contrary to the District's original plan and an unfair burden on these employees.
6 To require these employees to purchase computers, internet access and other technology would effectively reduce the salary of
7 Virtual Educators due to the expense of purchasing and replacing this technology.

8 The Superintendent's notion that negotiations can wait until some future date is not supported in that these employees are
9 in place and working now. To delay the implementation of this language provides for a number of opportunities for
10 misunderstanding, misapplication and misinterpretation of the collective bargaining rights of these teachers and increase the
11 potential for future grievances and other challenges.
12

13 **MEA urges the Legislative Body to adopt the Special Magistrate's recommendation and implement the new provisions related to**
14 **Virtual Educators proposed by MEA.**

Proposed Opening: August 2011

Goals:

- To provide opportunities for students who are no more than 1 year behind their cohort group to recover credits and get back on track for graduation
- To provide opportunities for over-aged middle school students to get back on track with their cohort group
- To provide opportunities for students to accelerate course work
- To provide opportunities for students to complete the online GED Preparation course
- To provide opportunities for home school students to access middle and high school courses
- To provide an opportunity for a summer program for students

Primary Target Population:

- Traditional public school students, including charter schools
- Private school students
- Home school students
- GED Preparation (over-aged students who want to earn a GED)
- Hospital Homebound Students (longer term)

Instructors:

eTech School of Manatee will use full-time as well as, part-time/adjunct teachers dependent on actual enrollment.

The district will ensure that each teacher is provided with (or have access to) a laptop computer and fax/printer.

Teachers pay will be based on the currently negotiated salary schedule. The average work day will be 7.5 hours. Teachers will be on call 8am – 8pm. Teachers will communicate their office hours to students and parents.

Projected Enrollment – Year One:

The projected enrollment for the 2011 – 2012 school year will be 125 students

Franchise Calendar:

The franchise calendar will follow a 180 day calendar as the normal school year. The Franchise would not be available for summer access.

Fees:

The district receives the full funding for any student enrolled in the school district franchise and pays the Florida Virtual \$50 per half credit

To Do's:

- Establish policies and procedures for the operation of the Franchise
- Complete a contract for services with Florida Virtual School
- Hire staff
- Participate in training from Florida Virtual School
- Others to be determined.