

MINUTES

CTA CBLT

CTA Office

June 29, 2021

In Attendance

Nicholas Anderson	CTA	Daphne Lewis	CTA	Maribel Rigsby	CTA
LeighAnn Blackmore	District	Scott Lindsey	District	Ladara Royal	CTA
Wendy Doromal	CTA	Clinton McCracken	CTA	Elizabeth Silva	District
Ian Gesundheit	District	Megan Oates	CTA	Mary-Grace Surrena	CTA
Farrah Hawkins	CTA	Judith Padres	District	Stephanie Wyka	District
Matthew Hazel	CTA	James Preusser	District		

Additional Attendees/Guests

Doreen Concolino	District	Theresa Harter-Miles	District	Mark Richard	CTA
Beth Curran	District				

Minutes

James Preusser	Good Morning Wendy, Good Morning CTA, Good Morning Mr. Richard, long time no see.
Wendy Doromal	Good Morning
Mark Richard	Good Morning, I hope everybody is safe on both sides.
James Preusser	<p>Wendy, thank you for allowing us to come here to the union hall today and meet with you. I appreciate you for letting us come to the hall today. Maribel is in the room with us. Again, I thank you and your committee for joining us today.</p> <p>I have a package proposal that I would like to present, it includes, wages, benefits, and other items. We would like to start off by presenting that. Are you ok with that?</p>
Wendy Doromal	That is great, and then we will do our after yours.

James Preusser	<p>Ok, great. If you have a question I will stop. I have Doreen Concolino here who will speak to budget landscape after I go through the wage proposal. I have Beth Curren here to speak to the elements of the benefits proposal.</p> <p>The first proposal (shared on screen). There are proposals relevant to salary:</p> <ul style="list-style-type: none"> • A one-time supplement in the amount of \$2,000 for all bargaining unit members. It does count towards the bargaining unit member's retirement. It will be broken up into two separate payments. Those employees that who between the date of execution of the MOU and the date of payout who otherwise are eligible to receive the supplement will be included. If the union has a different idea as to how it should be paid out. <p>Should it be just one payment or two? We can certainly consider that and discuss that.</p>
Mark Richard	Jim, that is a one-time payment, not to base? Correct.
James Preusser	That is correct. But it does count towards retirement.
Mark Richard	So it is pensionable?
James Preusser	That's right.
Wendy Doromal	Jim, every supplement counts towards retirement? Correct?
James Preusser	It does.
Wendy Doromal	Ok, thank you.

James Preusser	<p>So we are going to go to the next proposal. Wendy, I have these numbered 3, 4, 5, etcetera. So this is number 4. So this is actually a bonus. So let me break this down properly.</p> <p>As you know, and as I said in a previous bargaining session, Governor DeSantis has indicated he is going to be issuing a \$1,000 bonus to classroom teachers. Based on that commentary and the distribution of that \$1,000 bonus that would leave out many of our instructional employees. So what we have done here is we have identified another \$1,000 dollar bonus specific to those that would be otherwise omitted by the governor's bonus.</p> <p>As an example we are talking about the deans, the registered nurses, the psychologist, the guidance counselors, the media specialist, to name a few. They will be receiving the \$1,000 bonus to shore up being left out of the governor's \$1,000 bonus.</p> <p>In terms of the pay out of this? We need to be able to actually identify who exactly the governor will be paying. We have not gotten a list of names of who will be paid out.</p> <p>As indicated in this document, the district-provided bonus will be paid out within a reasonable period of time after receiving confirmation of the list fulltime classroom teachers who will receive a bonus from Governor DeSantis.</p> <p>If someone is left out, we make sure every employee receives \$1,000. I'm not sure what criterion they are using; our goal is to make sure we close that loop of anybody being left out by the governor.</p>
Wendy Doromal	<p>Ok, as you said it at our last meeting. I proposed that this money come from CARES act money or ESSER money. That is what the other districts are doing. More and more districts are taking this money from their ESSER money and not their regular money.</p>
James Preusser	<p>We have a combination of some of that, we can get into those details as we talk about the budget. Specifically where the money is coming from, we can get into the details of that as we go later on down.</p>
Wendy Doromal	<p>Alright.</p>

<p>James Preusser</p>	<p>Let's go to the next. After this I am going to pause and let Doreen Concolino talk about the budget landscape.</p> <p>The next proposal is really categorical money. A quick overview, as you recall, the state identified \$500 million to get the teachers up to \$47,500 (minimum salary). As you recall we (OCPS) were able to achieve the \$47,500. This year they (State of Florida) have issued \$550 million. They have to cover the recurring cost for getting teachers up to \$47,500. Only \$50 million was issued for the entire state for the purpose of an increase categorically.</p> <p>For us, we have to focus on the performance pay. There is a specific calculator we use to figure that out.</p> <p>Mr. Preusser then read from Florida statute 1012.22:</p> <p><i>Salary adjustments for highly effective or effective performance shall be established as follows:</i></p> <p>(I) <i>The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district.</i></p> <p>(II) <i>The annual salary adjustment under the performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification.</i></p> <p>(III) <i>The performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year.</i></p> <p>Based on that statute requirement, what we are allowed to use categorically, and the monies we received, which was essentially \$2.3 million. What we can do the cost of living adjustment, the effective, and highly effective is:</p> <ul style="list-style-type: none"> • \$25 for all personnel regardless of instructional practice score. • Teachers with a summative score rating of Effective shall receive an additional \$100. (approx. 1,100 teachers) • Teachers with a summative score rating of Highly Effective shall receive an additional \$150 (approx.. 12,345) • This is in addition to the previously mentioned \$2000 supplement and \$1,000 bonus. <p>Mr. Preusser paused for questions.</p>
<p>Wendy Dormal</p>	<p>We may have questions after we caucus and before we present.</p>

<p>Doreen Concolino</p>	<p>I will provide the 2022 budgetary landscape. The most noteworthy aspect of the new-year budget is the elimination of the hold harmless provision, or \$54.6 million for OCPS. The hold harmless, despite the \$4.3 mil proration or reduction that was imposed in order to fund districts that actually experienced growth, provided a substantial increase in per student funding in the prior year. It is clear that the hold harmless provisions saved the district from adverse consequences from the loss of enrollment due to COVID-19. However, it is also clear, that FY 2022 will provide less funding than FY 2021.</p> <p>Our projected enrollment is 204,857 FTE, which is an increase of 4,006 students over the 4th calculation of the prior year of 200,851 FTE.</p> <p>The FEFP funding for 2022 stands at \$7,765 per student for OCPS.</p> <p>Typically, the budget is presented as a comparison to the 2nd calculation of the prior year and is what we have historically built our budget on. In this comparison, there's a per student funding increase of \$18.97 or less than a ¼ percent (.24%) increase over the prior year 2nd Calculation.</p> <p>However, because of the hold harmless adjustment made to the prior year 4th calculation with an enrollment of only 200,851 FTE, there is an overall decrease in funding in 2022 of \$26.9 million or 1.67%. Or, a reduction of \$289 per student or 3.59%.</p> <p>Bottom line - The combination of an increase in enrollment to 204,857 FTE along with a decrease in overall funding results in a decrease in per student funding.</p> <p>A significant decrease in class size funding of \$308 million to all districts or \$25.5 million to OCPS is exacerbating what is already, from an operational standpoint, a difficult year financially. The PK-3 class size rate has decreased by more than \$317 per FTE, where grades 4-8 and grades 9-12 each increased by approximately \$52 per FTE. Overall, \$16.9 million of the \$25.5 million reduction is a result of rate changes. The balance of the funding loss, \$8.6 million, is due to FTE changes, since the class size appropriation was left unchanged in 2021 and calculated based on 209,400 FTE.</p> <p>As you know, categorical funds are restricted and must be spent as intended. The legislative budget includes an incremental increase to OCPS in the Teacher Salary categorical funding of \$3.2 million. The other notable increase to OCPS is approximately \$1.2 million in the Mental Health assistance allocation. The increase in restricted categorical appropriations is included in our total funding loss.</p>
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	<p>The legislative budget includes another significant increase in the FRS rates which will increase our retirement costs by \$8.4 million to the general fund.</p> <p>The Base Student Allocation will increase \$53/student or just over 1% to \$4,373 per student. This increase would have provided a much needed boost in revenue to support the increase in FRS rates. However, along with the increase in BSA is the significant decrease in class size funding previously mentioned.</p> <p>Currently our Special Millage is expected to generate an estimated \$164 million this next year or around \$805/student.</p> <p>The Special Millage continues to be folded into our Operating Budget and accounts for 9% of recurring dollars to support our current level of operations. The Special Millage sunsets in June of 2023.</p> <p>Fund Balance:</p> <p>We started the current year with an unassigned fund balance of \$106 million dollars.</p> <p>Board Policy requires a minimum of 3% of unassigned fund balance for fiscal emergencies. As of the current year budget that amounts to \$53.4 million. We expected to end the year at \$92.7 million, of which \$55.7 is the required 3% leaving \$37 million unassigned fund balance.</p> <p>Again, these are the dollars we have to help with fiscal emergencies.</p> <p>It is difficult to estimate where we will end the current year as required accounting entries normally continue through the month of August. We anticipate the unassigned fund balance to be higher than previously projected due to the temporary infusion of federal dollars along with the restricted timeline to use the funds.</p>
James Preusser	Wendy, unless you have any questions, and I believe you were going to hold your questions to the end? I am going to move to the next item.
Wendy Doromal	I believe the budget presentation was sent to Maribel? Is that correct?
James Preusser	<p>That is correct.</p> <p>I am going to move on to the next part of the package proposal and this involves benefits.</p> <p>Mr. Preusser emphasized that there were no changes to premium and that there was a new benefit called surfeit. He then delegated the benefit presentation to Beth Curran.</p>
Beth Curran	<p>Ms. Curran read the Proposed 2021/2022 plan and introduced the SureFit plan.</p> <p>Ms. Curran stated where a big change was made was currently under Plan A you use to have to meet the \$300.00 deductible before your copays apply. Now under the new plan you do not have to meet your deductible. See attached plan in Appendix section.</p>

Mark Richard	<p>Had a question on the specialty brand not preferred. I want to understand how this operates. How high can the 10% go?</p> <p>Can you hear me now? Where you have under plan B, plan C, and even plan A, where you have preferred, non-preferred, specialty. It says 10% minimum of \$60, 10% minimum of \$90, and 10%, minimum of \$100, how high could that 10% go?</p> <p>Could that be if it is an extremely expensive drug someone is on for cancer treatment or whatever, could it be 10% of \$1,000? I am just trying to figure out how high could it go?</p>
Beth Curran	<p>So, it could be if it is a high drug, it could be that high but they would (eventually) reach their out of pocket maximum.</p> <p>We also have an option that is not part of this that we are talking about where specialty drugs could be at zero cost for employees. But we are not presenting that just yet. We are working on that with CVS.</p> <p>But it could be 10% (agreeing with Mr. Richard) it could be a high cost drug.</p>
Mark Richard	How much is this 10%, or this change in formula, for the three drugs, saving the plan?
Beth Curran	I honestly don't know because they did it on a global basis. I can find out.
Mark Richard	Ok, thanks.
Beth Curran	<p>When they did it they did it on a total cost of it. If we make one change here, it may affect the other plans.</p> <p>Ms. Curran continued to read from the PowerPoint slide regarding the proposed 2021/2022 plan (see appendix). She emphasized that there would be no change to premiums of the plan.</p>
James Preusser	I wanted to speak to the number of employees that actually hit the deductibles and the out of pocket max. We are going to share it on the screen, we will send it to you
Beth Curran	<p>So on plan A, the actual number of employees that actually meet their individual deductible is 8,884 members, and the number of members that meet the family deductible is 2,872 members.</p> <p>Remember there are 23,000 members on the plan. The number of members that meet their out of pocket maximum, that \$5,500 that we are moving to \$6,500, is 125 members.</p> <p>On plan B, 105 reached the maximum out of pocket for an individual. On plan B for family, 32 members reached the out of pocket maximum.</p> <p>On plan C, 480 on the individual out of pocket maximum and 129 on the family out of pocket maximum.</p> <p>Overall out of 37,000 members, 1.8% reach the maximum out of pocket for the individual and .4% reach the out of pocket maximum for the family.</p>
James Preusser	So, Wendy that is one the reasons will look at the plan design changes as opposed to premium changes; because of the impact in terms of the numbers. Wendy, we will get you these numbers. I am going to keep going unless you have any questions.

Wendy Doromal	Indicated she had no questions.
James Preusser	<p>Mr. Preusser stated that District Proposal #7, addition of beach volleyball for girls, was part of the district's package too. Some changes were added to the supplement handbook to include beach volleyball. He emphasized that beach volleyball was now a sanctioned sport in the state of Florida.</p> <p>Mr. Preusser presented District Proposal #8 which he described as "clean up language". It was new language to reflect the switch to collective bargaining.</p> <p>He indicated that there are multiple articles in the glossary itself that need changes.</p> <p>Mr. Preusser further stated he was formally rejecting CTA's proposal regarding summer school. CTA had proposed all summer school employees receive \$50 per hour or their hourly rate, or whichever is greater. "I cannot accept that proposal, that's in the package."</p>
Wendy Doromal	Let me be clear, that was a counter to your proposal. You proposed only ESE teachers would get \$50, we counter with every teacher would get \$50.
James Preusser	<p>That is true, you are absolutely correct.</p> <p>I have one more item. This is a payroll proposal. 196 days to 197 day. We are revising the method of payment to reflect this change. One check of 8 days and all other checks of 9 days. Previously it was 2. Deferred payment will be paid in a separate check. The day after the final check.</p> <p>Again this is all clean up language reflecting the change to going to the 197.</p> <p>That's everything in the package proposal.</p>
Wendy Doromal	Alright and you are going to send that to us? I think caucus?
CAUCUS	
Wendy Doromal	Maribel along with Mark will present our proposals.
James Preusser	We will hold our questions until the end.
Maribel Rigsby	<p>CTA proposed for the 21-22 school year:</p> <ul style="list-style-type: none"> • A cost of living adjustment of \$800 for all CTA members regardless of instructional practice score. • Teachers with a rating of effective shall receive an additional \$1,600. • Teachers with a rating of highly effective shall receive an additional \$2,200. • The cost of living adjustment shall be paid at the beginning with the first check after ratification of this contract. This will also occur after the district has finalized student growth scores combined with instructional practice scores to create the summative evaluation score.
Mark Richard	These are all to base (salary).

Maribel Rigsby	<p>These are all to base and follow the formula provided by the state.</p> <p>The next proposal is to provide teachers the opportunity to be paid year round.</p> <ul style="list-style-type: none"> • Option 1-The employee will be paid bi-weekly in 22 installments. If the employee selects this option their remaining salary shall be paid at the time of the employee's final payment of the year. • Option 2- The employee will be paid bi weekly in 26 installments.
Mark Richard	Those are our changes to Article 16.
Maribel Rigsby	<p>The next one is the article for working conditions.</p> <p>Any cell phone apps or any other software program that can be installed on a teacher's personal device shall be used on a voluntary basis only.</p> <p>If a teacher chooses to install an app or software program on a personal device that has the ability to initiate contact with emergency responders or school personnel, the teacher shall not be subject to discipline or negative input on his or her evaluation.</p> <p>No teacher shall be disciplined if he or she accidentally activates an app or software program that initiates contact with emergency responders or school personnel or if the device is activated when the personal is outside of the teacher's possession.</p> <p>If any app a teacher chooses to install on their personal devise for purposes of his or her employment can collect data, that information cannot be used for evaluative or disciplinary purposes.</p>
Mark Richard	This is our only change to working conditions.
Maribel Rigsby	<p>That is correct.</p> <p>The next one will be duty day. This proposal will be to provide post-secondary teachers with uninterrupted planning time just like elementary and secondary school teachers have. (See appendix)</p> <p>CTA also proposed that teachers will not be assigned to teach both remote and in-person students simultaneously, unless required by federal or state law in which case the following apply:</p> <ol style="list-style-type: none"> 1. In order to determine assignments to Hybrid Teaching, the administrator shall meet with the affected departments/programs to seek volunteers. 2. Bargaining unit employees assigned to Hybrid Teaching will receive the additional period supplement. 3. Bargaining unit employees assigned to teach Hybrid will be provided two planning periods.
Mark Richard	Can you scroll back to one and two so Jim and his team can read it?
James Preusser	I'm good Mark, I see it.

Maribel Rigsby	<p>The next proposal is for school psychologist to be considered for summer employment for which they are qualified. Before others are hired.</p> <p>The next proposal is for elementary counselors. They will be offered 5 days of employment over the summer; Middle and High school counselors will be offered 20 days over the summer.</p> <p>Extended employment dates shall be mutually agreed between the administrator and the employee.</p>
James Preusser	I understand.
Maribel Rigsby	The next proposal is regarding DROP. When the teacher is in DROP the district shall distribute an extension application on the last year of DROP. The extension shall be granted for those with an effective or highly effective rating for up to 36 months.
Mark Richard	That is it for fringe benefits.

Maribel Rigsby

The next proposal is for employees who work eleven or more days in the summer school program shall earn one day of sick leave. This provision applies to all employees who work in the summer school program.

The next proposal is regarding sick leave donation. Any district employee may authorize any district employee to use sick leave that has accrued. (see appendix)

The last one under this section is Quarantine leave. When an employee has been placed in quarantine by a constituted medical or legal authority he/she shall remain away from assigned duties for the duration of such quarantine.

He/she shall continue to receive salary during the quarantine period. Such payments shall not be charged against other compensable leave.

The next proposal is a years of employment annual supplement. This goes by years based cumulative employment. A chart was provided:

- 5-9 years-\$500 annual supplement
- 10-14 years- \$1,000 annual supplement
- 15-19 years- \$1,500 annual supplement
- 20-24 years- \$2,000 annual supplement
- 25-29 years- \$2,500 annual supplement
- 30+ years- \$3,000 annual supplement

Next is a proposal for nurses. CTA proposes the following:

- Nurses who are asked to cover school clinics in lieu of a substitute nurse will be additionally compensated at the rate of pay that the board would pay for an agency registered nurse to cover a school clinic.
- The Board shall provide equipment and supplies to aid the lead nurses in the performance of their duty to train clinic and staff to provide safe and reliable care to students.
- Lead nurses will be provided a supplement as described:
 - 0-3 years- \$3,795
 - 4-6 years -\$4,250
 - 7-14 years \$4,743
 - 15+ years \$5,313

The next proposal is from our members at Orange County Virtual School. The first one we have already talked about but we never made the change.

The proposal is the following:

- Instructors shall have 7.5 hour duty day with a thirteen hour period (as opposed to 12, to cover the high schools).
- The administrator may require attendance at one of the lab school's annual open house in lieu of attending the OCVS Open House. Participation in other OCVS nights will be optional.

	<ul style="list-style-type: none"> • Newly hired instructors, prior to being assigned his/her first virtual instruction course, must be provided training on virtual instruction through the professional learning program established by OCVS and/or its partners. • Class sizes for secondary level will have a class cap based on the following: <ul style="list-style-type: none"> ○ 180 (1 class prep) ○ 165 (2 class preps) ○ 150 (3 class preps) ○ 135 (4 or more class preps) • Elementary level class sizes will have a class cap based on the following: <ul style="list-style-type: none"> ○ K-3 shall have a cap of 25 students per semester. ○ 4-5 shall have a class cap of 30 students per semester. ○ Combinations of K-3 and 4-5 teaching assignments shall be calculated proportionately. • Any instructor that is over the class cap by 20% shall be given an Additional Period Pay. • Instructors will be permitted to assist in the review and evaluation of curriculum. Participation in development of curriculum shall be optional.
Mark Richard	<p>There is one other, we missed one on the money.</p> <p>While she (Maribel) is getting that, I am just reminding us all that we had two TA's, one on duration, one on the changes on the negotiation procedures, that were signed off on by you and Wendy quite a while ago. If I have that correct?</p>
James Preusser	You do. Those are TA's that will be included in the ratification process.
Mark Richard	Exactly, it will be included in the ratification process.
Maribel Rigsby	CTA's final proposal was that the district will provide a one-time bonus to instructional staff not included in the governor's one-time \$1,000 bonus.
James Preusser	If I can summarize that last proposal. Ours is in a package proposal but you are essentially you are agreeing to what we discussed earlier as it relates to the \$1,000
Mark Richard	So the answer is yes to no. Yes, obviously on that issue, but ours is a total economic proposal.
James Preusser	I am just speaking to that element only. For the record, just the \$1,000
Mark Richard	Yes, great minds think alike, because we had the same number as well. The answer is yes.
Wendy Doromal	<p>Our clarification should be we state it should be from the ESSER fund.</p> <p>Jim if you could for your financial proposals if you could state how much are from ESSER and how much are from general fund.</p>
James Preusser	<p>I don't have that in front of me. That will require some research.</p> <p>At this time I will not comment on the proposals. I would like to look at them more closely. I would like to caucus for a little while. I would like to comeback at noon. I know we were scheduled to noon, can the union go beyond that?</p>
Wendy Doromal	<p>We were told we would go to noon. We have some people that can't go to noon. We are all set for a full day on the 16th.</p>

James Preusser	Let's just go to noon. Let's come back at 11:45am. I just want to look through everything in case I have any questions or additional comments on the record.
Wendy Doromal	We will come back at 11:45 and we will go to our own caucus.
CAUCUS	
James Preusser	Hello Wendy, thank you for the caucus time. We appreciate your proposals. We have taken an initial view of them. We will need some more time to look at them. Hopefully between now and our next bargaining time we will be able to offer some counters and maybe even some areas where we can move. I am going to take some additional time to review them as there were quite a few. We do appreciate it and we do have our next bargaining session on July 16 th . That is a full day.
Wendy Doromal	Jim, I know you said tentatively July 22 nd . Can we go ahead and set that date now?
James Preusser	I will reply to you in an email. I think that is a good date. We can probably do it all day on that date too.
Wendy Doromal	We want to make sure we at least have something.
James Preusser	Yes, I agree with you. We will do it for a longer day as well. Today we had our initial discussions, we passed proposals. Will the union be open to us passing counters via email with the hope of coming to an agreement?
Wendy Doromal	That sounds good. We also need the information on the funding source.
Mark Richard	We have the 16 th and would like confirmation on the 22 nd .
James Preusser	Mark, I will respond today for that date. I hope to get this done before that date. I will work diligently Wendy between now and the 16 th to pass things back and forth.

Appendix A

DISTRICT PROPOSAL #3
2021-22 Supplement for Instructional Employees
June 29, 2021

Supplement for Instructional Employees

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding instructional personnel with a one-time supplement.

This supplement will be distributed to all eligible, instructional personnel hired in benefited positions on or before October 8, 2021. All eligible, instructional personnel must have an active employment status on the date(s) the supplement is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and the date(s) of payout who otherwise are eligible to receive the supplement will be included.

The supplement is scheduled to be paid in two (2) equal installments: \$1,000 in the October 27, 2021, check and \$1,000 in the January 19, 2022, check.

Appendix B

DISTRICT PROPOSAL #4
Bonus for Select Instructional Employees
June 29, 2021

Bonus for Select Instructional Employees

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding select instructional personnel with a one-time bonus in the amount of \$1,000 per select instructional employee.

Governor Ron DeSantis and the Florida Legislature provided a \$1,000 bonus for full-time classroom teachers. This bonus excludes many of our valued instructional employees and we wish to recognize them as well. This district-provided bonus is limited to those members of the bargaining unit not included in the bonus provided by Governor DeSantis and the Florida Legislature.

This district-provided \$1,000 bonus will be distributed to all eligible, instructional personnel hired in benefited positions on or before March 12, 2021, who are not included in the bonus provided by the Governor DeSantis and the Florida Legislature. All eligible, instructional personnel must have an active employment status on the date the bonus is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and date of payout who otherwise are eligible to receive the bonus will be included.

The district-provided bonus is scheduled to be paid within a reasonable period of time after receiving confirmation of the list of full-time classroom teachers who received a bonus from Governor DeSantis.

Appendix C

DISTRICT PROPOSAL #5
Performance Pay Increases for 2020-21
And Payroll Compliance and Clean-Up Language
June 29, 2021

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 first duty day of the current school year. For school year 2020-21, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.
- ~~1. Full time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.~~
 - ~~2. Half time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.~~
 - ~~3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).~~
 - ~~4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).~~
1. There will be a cost of living adjustment of \$25 for all personnel regardless of instructional practice score.
 2. Teachers with a summative performance rating of Effective shall receive an additional \$100.
 3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$150.
 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.

DISTRICT PROPOSAL #5
Performance Pay Increases for 2020-21
And Payroll Compliance and Clean-Up Language
June 29, 2021

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.

DISTRICT PROPOSAL #5
Performance Pay Increases for 2020-21
And Payroll Compliance and Clean-Up Language
June 29, 2021

- a. Salary Placement
 - 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.

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- 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.
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/**197** 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:

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- 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.
 - 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.

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- 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.
- 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. ~~Ten-month~~ 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~~ One 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~~ following 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.

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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.
 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.
- 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.

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- 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 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.

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- 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.

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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 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.

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- 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:
 - 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.

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- 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 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.

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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.

Appendix D

DISTRICT PROPOSAL #6

Health Insurance

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APPENDIX C

HEALTH INSURANCE COVERAGE

A. Employees shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, a select in-network option shall be available.

- 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.

A. Annual out-of-pocket maximums and deductibles:

2020-21 <u>2021-22</u> Health Insurance Plans							
<u>SureFit</u>		Plan A (Local Plus Network)		Plan B (Open Access Plus HRA)		Plan C (OAPIN)	
<u>No premium cost for Employee Only Coverage (full-time)</u>		No premium cost for Employee Only Coverage (full-time)		PPO Like: Open Access Plus HRA (In and Out of Network) <u>Employee Paid Premium \$26.26/paycheck, \$525/year</u>		Employee Paid Premium \$26.26/paycheck, \$525/year	
				In-Network Benefits			
<u>Out of Pocket Maximums</u>	<u>Medical: \$5,500 Individual/\$11,000 Family</u>	Out of Pocket Maximums	<u>Medical: \$5,500 6,500 Individual/\$11,000 13,000 Family</u>	Out of Pocket Maximums	<u>Medical: \$5,500 6,500 Individual/\$11,000 13,000 Family</u>	Out of Pocket Maximums	<u>Medical: \$5,500 6,500 Individual/\$11,000 13,000 Family</u>
	<u>Pharmacy: \$1,500 Individual/\$3,000 Family</u>		<u>Pharmacy: \$1,000 2,000 Individual/\$2,000 4,000 Family</u>		<u>Pharmacy: \$1,000 2,000 Individual/\$2,000 4,000 Family</u>		<u>Pharmacy: \$1,000 2,000 Individual/\$2,000 4,000 Family</u>
<u>Deductibles</u>	<u>\$300 Individual/\$600 Family</u>	Deductibles	<u>\$300 500 Individual/\$600 1,000 Family</u>	In-Network Deductibles	<u>\$2,000 3,000 Individual/\$4,000 6,000 Family</u>	Deductibles	<u>\$250 400 Individual/\$500 800 Family</u>
				Out of Network Coverage			
				Out of Network Deductibles	Medical: \$3,000 Individual/\$6,000 Family		
				Out of Network Maximums	Medical: \$9,000 Individual/\$18,000 Family		
					Pharmacy: Unlimited		

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- * Family deductibles and out-of-pocket maximums are two (2) times the individual deductible and out-of-pocket maximum amounts.
- ** In-network_out-of pocket annual maximums shall include any deductibles, copayments, and coinsurance. Once a member has met their out of pocket maximum, the plan will pay 100% of the covered charges for the remainder of the plan year.

In-network and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, and September) shall apply toward the next plan year.

3. In the PPO-like Plan B, HRA product in-network co-insurance shall be 80 percent (with the member paying 20 percent) and out-of-network co-insurance shall be 70 percent (with the member paying 30 percent) of the in-network fee schedule.
4. In-network copayments for the contracted provider network for each Primary Care Physician (PCP) and for each Specialist visit covered by the healthcare products are covered as listed in the chart below.

Plan Name	SureFit	Plan A: Local Plus In- Network	Plan B: Open Access Plus HRA In and Out of Network Plan	Plan C: OAPIN
Specialist and Primary Care Visit Copays (in-network only)				
Primary Care (PCP)	\$35	\$35	\$30	\$30
Specialist	\$55	\$55	\$65	\$55
Specialist CCN *	N/A	N/A	\$45	N/A

* Cigna Care Network Specialist

5. For plan year ~~2020-21~~ 2021-22 the ~~PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN Plan~~ HMO-like plan, SureFit, shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a ~~\$55~~ \$60 charge for formulary drugs for a 30-day supply; and a ~~\$90~~ \$100 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for a ~~\$60~~

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90 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

For plan year **2020-21** the HMO-like, Plan A: Local Plus In-network product, the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$55~~ 60 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$90~~ 100 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum ~~\$60~~ 90 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

Maintenance medications must be purchased through the mail order at Caremark.com or via the CVS Pharmacy Retail 90 program. Members shall be charged the full cost of the medication if mail order or CVS Retail 90 is not utilized for maintenance medication. In Plan B: HRA employees using out-of-network pharmacies for prescription drugs will pay copay plus the difference in cost between out-of-network and network cost to the plan (excluding maintenance medications which must be purchased at mail order). There are no out of network benefits for pharmacy in Plan A: Local Plus In-Network or Plan C: OAPIN.

6. Hospice treatment in network coinsurance shall match coinsurance amounts in the plans.
7. Second opinions are covered as outlined in the plan.
8. Emergency Room visits copayments are as follows:
 - HMO-like products SureFit and Plan A and C: \$400
 - PPO-like products Plan B: \$400 plus 20% co-insurance

Emergency Room copayment shall be waived if the plan member is admitted to the hospital. If a plan member has a documented referral to the ER by an urgent care center or physician and is not admitted to the hospital, he/she may use the appeal process as outlined in the Plan Document for possible reimbursement of the Emergency Room copayment.

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9. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.

Plan Name	<u>SureFit</u>	Plan A: Local Plus In- Network	Plan B: Open Access Plus HRA In and Out of Network Plan	Plan C: OAPIN
Hospital Based/ Hospital Affiliated including Emergency Room	<u>10% after deductible</u>	10 20% after deductible	20% after deductible	20% after deductible
Freestanding imaging center	<u>\$100</u>	\$100	\$100 + 20%	\$100

- B. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- C. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- D. A mammography benefit shall be provided. Preventive care will be covered at no cost to the member. The services must be coded from the provider as a preventive.
- E. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- F. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the Third-Party Administrator five working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification will be mandatory for non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 48 hours following any emergency admission.
- G. Durable Medical Equipment will be subject to deductible and coinsurance for all plans.

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- H. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected member.
1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be: a representative from the Association, a representative from the Board and three medical representatives agreed to by the parties. The Association and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.
 2. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - a. The illness is life-threatening.
 - b. The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration.
 - c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.
 - d. The experimental or investigative treatment or procedure is recognized as having merit by national medical experts.
 - e. The affected employee must fit the provider's qualifications to be a candidate for such treatment or procedure.
 - f. The affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative.
 - g. The affected employee requests to participate in the treatment or procedure after analyzing the benefits and the risk.

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3. The panel shall make a case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees of the Benefits Trust will take final action in an expeditious manner.
- I. Employees who select an alternative to health insurance as set forth in Article XVII, Section B shall have the option of the following:
 1. A disability program providing an eligible benefit (based on the teacher's annual salary) not to exceed \$1,500 per month and vision insurance.
- J. Any wellness program will be optional to all instructional employees. All such programs will be confidential and all employee information will be protected by a third party per HIPAA regulations. Incentives shall be negotiated through the bargaining process.
- K. A telehealth program will be offered through the medical coverage which allows members to access a physician either by phone or secure video to help treat non-emergency medical conditions. For all plans, there is a \$10 copayment.

Appendix E

DISTRICT PROPOSAL #7
Addition of Beach Volleyball
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See following pages for changes to Appendix A-2 and Supplement Handbook to add Beach Volleyball to High School Athletic Supplement Schedule.

APPENDIX A-2 SUPPLEMENT SCHEDULE

Laned High School Athletic Supplement Rates

(Non-Endorsed)					(Endorsed)				
	0-3	4-6	7-14	15+		0-3	4-6	7-14	15+
Athletic Management					Athletic Trainer, Certified	6451	7224	7999	9031
Athletic Trainer, Certified	5160	5779	6399	7224	Athletic Director CAA	5408	6056	6705	7571
Athletic Director	3035	3400	3765	4250	Athletic Director	3795	4250	4705	5313
Asst. Athletic Director	1518	1700	1882	2125	Asst. Athletic Director	1897	2125	2353	2656
Athletic Business Mgr.	2024	2267	2509	2834	Athletic Business Mgr.	2530	2834	3136	3541
Group II					Group II				
Football	3162	3541	3953	4427	Football	3795	4250	4743	5313
Football Asst.	2108	2362	2635	2952	Football Asst.	2530	2834	3162	3541
Group III					Group III				
Basketball	2530	2834	3162	3541	Basketball	3035	3400	3795	4250
Basketball Asst.	1686	1889	2108	2361	Basketball Asst.	2024	2267	2530	2834
Group IV					Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling,	2261	2482	2748	3102	Baseball, Softball, Soccer, Swimming, Track, Wrestling	2770	3102	3435	3878
Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1477	1654	1832	2068	Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1847	2068	2290	2585
Group V					Group V				
Spirit Cheerleading, Volleyball	1834	2055	2293	2568	Spirit Cheerleading, Volleyball	2201	2465	2751	3082
Competitive Cheer	918	1028	1146	1284	Competitive Cheer	1101	1233	1376	1541
Spirit Cheerleading Asst., Volleyball Asst.	1223	1370	1529	1712	Spirit Cheerleading Asst., Volleyball Asst.	1468	1644	1834	2055
Competitive Cheer Asst.	612	685	764	856	Competitive Cheer Asst.	734	822	918	1028
Group VI					Group VI				
Flag Football, Lacrosse	1760	1972	2184	2465	Flag Football, Lacrosse	2201	2465	2730	3081
Flag Football Asst., Lacrosse Asst.	1054	1180	1317	1476	Flag Football Asst., Lacrosse Asst.	1265	1416	1581	1771
Group VII					Group VII				
<u>Beach Volleyball</u> , Crew, Rhythmic Gym, Water Polo	1457	1632	1807	2040	<u>Beach Volleyball</u> , Crew, Rhythmic Gym, Water Polo	1821	2040	2259	2550
<u>Beach Volleyball Asst.</u> , Crew Asst., Rhythmic Gym Asst., Water Polo Asst.	971	1088	1204	1360	<u>Beach Volleyball Asst.</u> , Crew Asst., Rhythmic Gym Asst., Water Polo Asst.	1214	1360	1506	1700
Group VIII					Group VIII				
Cross Country, Tennis, Golf, Weightlifting	1170	1310	1463	1638	Cross Country, Tennis, Golf, Weightlifting	1404	1573	1755	1965
Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	780	873	975	1092	Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	936	1049	1170	1311
Group IX					Group IX				
Special Olympics, Sports	1760	1972	2184	2465	Special Olympics, Sports	2201	2465	2730	3081
Group X					Group X				
Bowling	941	1054	1246	1522	Bowling	1176	1317	1496	1827
Bowling Asst.	627	702	830	1015	Bowling Asst.	784	897	997	1217

Laned High School Athletic Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	4-6 Years	7-14 Years	15+ Years		0-3 Years	4-6 Years	7-14 Years	15+ Years
Athletic Management					Athletic Management				
Athletic Trainer, Certified	5160	5779	6399	7224	Athletic Trainer, Certified	6451	7224	7999	9031
					Athletic Director, CAA	5408	6056	6705	7571
Athletic Director	3035	3400	3765	4250	Athletic Director	3795	4250	4705	5313
Asst. Athletic Director	1518	1700	1882	2125	Asst. Athletic Director	1897	2125	2353	2656
Athletic Business Mgr.	2024	2267	2509	2834	Athletic Business Mgr.	2530	2834	3136	3541
Group II					Group II				
Football	3162	3541	3953	4427	Football	3795	4250	4743	5313
Football, Assistant	2108	2362	2635	2952	Football, Assistant	2530	2834	3162	3541
Group III					Group III				
Basketball	2530	2834	3162	3541	Basketball	3035	3400	3795	4250
Basketball, Assistant	1686	1889	2108	2361	Basketball, Assistant	2024	2267	2530	2834
Group IV					Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling	2261	2482	2748	3102	Baseball, Softball, Soccer, Swimming, Track, Wrestling	2770	3102	3435	3878
Baseball Asst, Softball Asst, Soccer Asst, Swimming Asst, Track Asst, Wrestling Asst	1477	1654	1832	2068	Baseball Asst, Softball Asst, Soccer Asst, Swimming Asst, Track Asst, Wrestling Asst	1847	2068	2290	2585
Group V					Group V				
Spirit Cheer, Volleyball	1834	2055	2293	2568	Spirit Cheer, Volleyball	2201	2465	2751	3082
Competitive Cheer	918	1028	1146	1284	Competitive Cheer	1101	1233	1376	1541
Spirit Cheer Asst, Volleyball Asst	1223	1370	1529	1712	Spirit Cheer Asst, Volleyball Asst	1468	1644	1834	2055
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<u>Beach Volleyball Asst,</u> Crew Asst, Rhythmic Gymnastics Asst, Water Polo Asst	971	1088	1204	1360	<u>Beach Volleyball Asst,</u> Crew Asst, Rhythmic Gymnastics Asst, Water Polo Asst	1214	1360	1506	1700
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Bowling	941	1054	1246	1522	Bowling	1176	1317	1496	1827
Bowling, Assistant	627	702	830	1015	Bowling, Assistant	784	897	997	1217

Footnotes:

1. These supplements are designed for utilization in conjunction with a primary teaching job.
2. These supplements cannot be split.

Appendix F

DISTRICT PROPOSAL #8
Compliance Items Related to Move to Collective Bargaining
June 29, 2021

ARTICLE IV
ASSOCIATION RIGHTS

E. Association Leave

3. Site Association representatives and members of the Association's Board of Directors shall be allowed to leave school at the end of the student day for up to three (3) regularly scheduled meetings per month. **CBLT Bargaining Team** members and **CBLT Joint** Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

ARTICLE VI
WORKING CONDITIONS

- L. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the **CBLT Bargaining Team** shall meet in an emergency session to bargain the impact.

ARTICLE X
EVALUATION

- J. The Evaluation Committee ~~of the Collaborative Bargaining Leadership Committee (CBLT):~~

ARTICLE XVI
SALARY

B. Differential Pay

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.

DISTRICT PROPOSAL #8
Compliance Items Related to Move to Collective Bargaining
June 29, 2021

APPENDIX A-2 SUPPLEMENT SCHEDULE

An employee holding a supplemented position may voluntarily relinquish the position provided s/he notifies the administrator at the earliest possible date. The administrator will notify the employee as soon as feasible if the employee will be terminated in the supplemental position. If the supplement receiver is terminated, the reason(s) will be provided upon request.

If an employee resigns the supplemental duty late or separates from it early, or for any other reason cannot complete all of the requirements to receive the full supplement, s/he shall be paid a prorated amount based on the period of time during which the supplement duties were performed.

Supplements for assistant coaches shall be two-thirds of the corresponding rate for coaches in the same sport.

When coaching both the boys' and girls' team of the same sport, a coach shall be paid full supplements for both sports upon the recommendation of the administrator and approval by the **District Office for Athletics**.

Coaches may obtain approved Department of Education coaching endorsement either through in-service points or equivalent college credit. Supplemental pay adjustments shall be retroactive to the beginning of the school year in which the endorsement is earned.

Athletic directors may be granted an amount of time equivalent to at least one teaching period per day to perform those duties, which cannot be accomplished after the duty day.

~~The District and the Association shall continue working through its joint supplement committee. The committee shall submit its recommendations to CBLT.~~

The parties agree that supplements may be expanded or added to the Contract to fulfill requirements for Other Interscholastic Athletic Opportunities. If a new supplement is added, the parties will meet to negotiate the amount.

GLOSSARY

~~**CBLT**—An acronym for Collaborative Bargaining Leadership Team. It is comprised of an equal number of representatives and members from both the Classroom Teachers Association and the District's management team who are charged with the responsibility of negotiating, on behalf of both parties, the working contract for teachers.~~

~~**Committees of the CBLT**—CBLT committees field issues and concerns from the CBLT. The committees research the issues, collect background data and propose possible language and report back to the CBLT. See Article IV.M.1.~~

Appendix G

**CTA Counter Proposal #1
Summer School Employment
May 21, 2021**

**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 May 2021, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

The District recognizes the many challenges faced by instructional personnel and students during the 2020-21 school year as a result of the COVID-19 pandemic. ~~Among these challenges are the need to address learning loss in addition to the additional instructional opportunities provided during the typical extended school year (ESY) for our students with disabilities.~~

To address these challenges, any ~~Exceptional Student Education (ESE)~~ certified teacher assigned to teach ~~an ESE class for~~ summer school will be paid \$50 per hour or their current hourly rate, whichever is greater. ~~In addition, any other certified teacher assigned to assist with an ESE class for summer school will be paid \$50 per hour or their current hourly rate, whichever is greater.~~ This increased hourly rate of pay is for summer school only and will expire July 27, 2021.

This is funded with ESSER grant dollars.

Appendix H

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 first duty day of the current school year. For school year ~~2020-21~~ 2021-22, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

- ~~1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.~~
 - ~~2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.~~
 - ~~3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).~~
 - ~~4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).~~
1. There will be a cost-of-living adjustment of \$800 for all personnel regardless of instructional practice score.
 2. Teachers with a summative performance rating of Effective shall receive an additional \$1,600.
 3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,200.
 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.

Orange County Classroom Teachers Association (OCCTA) – OCCTA 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.

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.

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a. Salary Placement

- 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.

Orange County Classroom Teachers Association (OCCTA) – OCCTA 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.

- 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.

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/197 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:

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- 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.
- 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.

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- 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. Nonmonetary 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.
- 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.
 - a. **Starting with the 2022 – 2023 school year, ten-month (10) employees shall be provided the option of receiving their paychecks in one of the following two (2) ways:**
 - 1) **The employee will be paid bi-weekly in twenty-two (22) installments.**

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2) The employee will be paid bi-weekly in twenty-six (26) installments.

2. If requested on or before the last day of preplanning, ten-month teachers **who receive their paycheck in twenty-two (22) installments**, 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.
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.

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9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.
- 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

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year of full-time public 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,

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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 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

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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:
 - 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.

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- 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 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:

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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.

Appendix I

ARTICLE VI WORKING CONDITIONS

- A. No person shall on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination, or harassment with respect to such person's employment or application for employment.

Employees are encouraged to report any allegations of discrimination or sexual harassment to their administrators or the applicable district-level departments for prompt investigation. Any claims shall be referred to the District EEO Officer and the employee shall retain all rights to pursue his/her claim through the appropriate federal and/or state agency.

Employees shall not be retaliated against for appropriately reporting discrimination and/or sexual harassment.

- B. The Board agrees that the professional affiliation (as defined by Florida Statutes 447.301(1) - (3)) and private, personal life of any employee, including additional employment, are not within the appropriate concern or attention of the Board, provided that these do not impair the employee's effectiveness and performance as an employee in the school system.
- C. The Board agrees to comply with Florida Statutes as it relates to actions in tort for damages as a result of the negligent or wrongful act or omission of an employee while acting in the scope of his/her employment. The Board shall not be responsible or liable for the actions of an employee who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the employee relies on the Board for tort protection, the Board may exercise its right to settle any claim for damages brought against an employee in any manner the Board deems appropriate.
- D. The Board, upon request by an employee(s), may determine to provide legal services for employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the employee(s) pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision. Each determination of the Board to expend funds for legal defense of an employee shall be made at a public meeting, with notice pursuant to Section 120.595 Florida Statutes.

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- E. Any employee who receives a complaint or suspects that a student has been physically, emotionally, or sexually abused by an employee shall be required to report immediately all such suspected cases of abuse or neglect. These employees shall have immunity from liability for such reporting in good faith, and shall be required to comply with follow-up investigations. For each calendar year beginning January 1, 1994, the District shall compile information on the number of investigations of abuse that have resulted in employees being put on relief of duty for that period and shall submit a report to the Association by February 15 of the following year. Such report shall include data relating to the date(s) of the incident(s), the length of the relief of duty, and the disposition of the case.
- F. No employee shall be required to make a statement upon being questioned relative to a school incident prior to seeking Association and/or legal counsel when the statement may, in the mind of the employee, be used against him/her in a civil or criminal action or state agency investigation. An employee who then refuses to provide such statements shall waive his/her right to legal protection provided by the Board, as set forth elsewhere in this Article. When an employee has requested the presence of the CTA Representative, administration shall provide coverage or schedule the meeting at a mutually agreeable time in order to ensure that the CTA Representative may attend a meeting with the requesting employee.
- G. The administrator shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety.
 - 1. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group during the performance of his/her duties, s/he shall immediately notify his/her administrator, in writing, as soon as possible, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent.
 - 2. The parties recognize that some employee job responsibilities may require home visits, and that travel into some geographic areas may cause concern in regard to an employee's safety. Employees are encouraged to work in teams where feasible, and to report any concerns to their administrator immediately. The parties also recognize that some employees whose jobs do not require home visits may make them on a voluntary basis.

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- a. The school social worker shall assess the need for a home visit intervention based upon the school's administrator's completion of a checklist which outlines steps to obtain address and contact information.
 - b. Mobile communication devices shall be issued to school social workers. Social workers shall have the device in their possession during work hours.
 3. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel to advise him/her of his/her rights, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
 4. A prompt response shall be given to any emergency call made to the main office during the student day. A teacher may directly call 911 in a medical emergency.
 5. Individual schools, through discussions between the administration and the Faculty Advisory Committee, shall be responsible for developing alternative ways of emergency notification in applicable cases where employees do not have access to telephones or intercoms.
 6. When an employee has reason to anticipate a threatening situation that would be beyond what an employee is normally expected to resolve, the employee and the administrator shall develop communications or security measures appropriate to the situation.
 7. It is recognized that an employee needs to be informed of a student's arrest or adjudication following the administrator's receipt of notice from the District, as provided by state law.
- H. Any interviewing of employees during the duty day as part of an internal investigation or by an outside investigative agency on the school campus shall be done in a setting affording privacy. Unless invited by the employee, school personnel shall not be present, except for the school administrator(s) and/or district level personnel who are conducting an internal investigation.

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- I. Each employee shall have access in each school center to all School Board Policies, State Board of Education Rules, Florida School Laws and the Superintendent's Management Directives. Employees shall be kept apprised of any District media policy and copies shall be made available upon request. Copies of policies and rules for each individual school shall be distributed to each employee in the school. A copy of the supplement handbook shall be provided to each employee receiving a supplement, other than special duty and shall be made available to any other employee who requests it.
- J. The Board will repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed as a result of assault and/or battery or the quelling of a disturbance suffered in the course of the legal performance of his/her assigned duties unless such loss covered by insurance or reimbursement is attained from other sources not in excess \$400. If it is determined that coverage for verified cases of vandalism to personal property on school premises is permitted by Florida Statutes, such coverage shall be in the amount and under the conditions specified above.
- K. The Board agrees to maintain safe and healthful working conditions, including the provision of safety equipment. The District shall investigate complaints of harmful indoor air quality and take measures to reasonably accommodate employees if necessary. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention.
- L. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the CBLT shall meet in an emergency session to bargain the impact.
- M. Recognizing that acts of violence on campus create an unsafe and unstable working environment, the parties agree to continue to work together by means of a task force to find ways to reduce acts of violence.
- N. When a student is identified as an exceptional education student or a student whose special needs are not being met in the classroom, it shall be the responsibility of the employee to request either an Educational Planning Conference or Educational Planning Team meeting to

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address the situation. This meeting shall take place within a reasonable period of time. The employee shall be kept apprised of actions taken to meet the student's special needs. When an Educational Planning Team meeting, staffing, or Educational Planning Conference is called, all teachers who work with the student shall be provided opportunities for written input and shall receive a copy of any plan written. If teachers are unavailable to attend such meetings due to conflicts in their schedule, they shall be provided the option to submit their input in writing and/or request to reschedule the meeting.

- O. A teacher shall be provided, a list of exceptional education and medically fragile students under his/her supervision. This information is for the teacher's use only and may not be copied, shared or displayed. Training of employees who perform invasive medical and other prescribed health services shall be done in accordance with Florida Statutes. Except in case of emergency, clean-up of students of a personal nature shall be done with the presence of another employee in the immediate vicinity.
- P. An employee shall be permitted to use necessary and reasonable force to quell a disturbance, to protect himself/herself or others from possible injury, to restrain a disruptive student or to protect personal property and district property, and such shall not be construed as corporal punishment.
- Q. An employee shall not be required to perform the following duties:
 - 1. Ride buses except for field trips during the duty day or extracurricular activities.
 - 2. Clean instructional or work areas, such as bathrooms, floors, windows, or sinks on a daily or periodic basis.
 - 3. Move furniture and/or materials not personally belonging to the employee in and out of rooms or from one room to another.
 - 4. Transport students in a personal automobile.
 - 5. Accept gate duty.
 - 6. Work in the school clinic.

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R. No employee shall be requested to search for bombs.

S. The Board shall continue to provide opportunities for CPR and AED training and certification.

T. Creation of Materials

1. Title to patents and copyrights of materials or equipment developed on school time or utilizing school supplies are equally the property of the Board and the employee. Clear title shall vest in the Board if the employee, for any reason, terminates his/her employment. An employee changing work locations within the county may retain physical possession of such materials, with the approval of the employee's current administrator.
2. Educational innovations and/or materials created by an employee during non-duty hours and utilizing his/her own supplies are the property of the employee, and the Board hereby waives the right to receive any royalties for any such development.
3. Any materials or equipment created as a result of an employee's contractual obligations to develop such materials are the property of the Board.

U. The Board shall provide equipment and supplies to aide employees in the performance of their duties. No employee shall be required to provide personal property for school use. The Board shall not be responsible for loss of any property volunteered by an employee for school use.

1. All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.
2. **The use of cellphone, cellphone apps or any other form of a software program that can be installed on a teacher's personal device shall be used on a voluntary basis only. If a teacher chooses to install an app or software program on a personal device that has the ability to initiate contact with emergency responders or school personnel, the teacher shall not be subject to discipline or negative input**

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on his or her evaluation if he or she selects another means to initiate communication with emergency responders or appropriate school personnel. If any app a teacher chooses to install on a personal device for the purposes of his or her employment can collect data, that information cannot be used for evaluative or disciplinary purposes. No teacher shall be disciplined if he or she accidentally activates an app or software program that initiates contact with emergency responders or school personnel or if the app is activated when the personal device is outside of the teacher's possession.

V. Each school shall provide:

1. Appropriate space for use as a non-student employee lounge.
2. A room or private area for exclusive use by non-students during the duty-free lunchtime.
3. A workroom for use by employees.
4. Restroom facilities at each school for exclusive use by non-students.
5. A desk, chair, computer and workspace will be provided for each employee. If the desk cannot be locked, the Board will provide the employee with another storage facility such as a filing cabinet or other area that can be locked.
6. The use of a copier. Access to a printer and a private confidential area shall be provided to school psychologists, social workers, speech therapists and other itinerant instructional personnel meet with students.
7. At least one outside telephone for use by the employees and other school personnel. The location of the telephone should be such that it affords as much privacy of conversation as possible. Such phones are not to be used for personal calls except in situations which affect the health, safety and welfare of the individual or his/her immediate family. The district shall continue to upgrade the telephone system.
8. First aid supplies.

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9. Head lice shampoo when not provided by Workers Compensation.
- W. Employees shall be responsible for maintaining at their school a current home address and telephone number where they may be contacted. The employee shall not be required to notify directly the Employment Services Department of any changes.
- X. Expenditures from a faculty fund, such fund having been created by contributions from employees, shall be at the discretion of the faculty.
- Y. Employees shall not be required to use their personal automobiles for work-related travel except for employees such as teachers who travel between campuses of the same school, teachers who are assigned to travel as part of their school's improvement plan, employees who serve more than one school per day, and itinerant and selected vocational teachers whose job regularly requires such use. Such teachers will be reimbursed mileage for travel from the first work location to other work locations during the day based on their documentation. The District shall provide procedures for implementation of mileage reimbursement travel for such employees.
- Z. Standardized Testing
 1. Teachers shall count and sign for standardized tests upon receipt. Upon return of the tests, the person designated to receive them shall count and verify by signature. A signed copy will be provided to the teacher.
 2. With respect to district assessments, students who are not testing shall not be in the same room as testing students. This shall not apply to students who have completed a test before the testing time ends.

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Appendix J

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,

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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. 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.

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- 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 school, and high school, and post-secondary 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.

- 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.

The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, where possible. Upon written request from the Union, the District will notify the Union of the reason for not providing a long-term certified substitute within twenty (20) duty days of the written request.

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1. 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 non-classroom teachers should be used to cover classes prior to resorting to splitting classes.
2. 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.
3. 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 periods 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; or
 - e. teachers are released to attend professional development either off-site or onsite.
4. School administrators are precluded from cancelling substitutes and will be notified of such limitation on their authority.
5. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.

D. Media centers in all schools shall observe a flexible schedule.

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- 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 chief, area superintendent, or 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 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.

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- 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 or 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, 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

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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.
- 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

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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.
- W. **Hybrid Teaching - Teachers will not be required or assigned to teach both remote and in-person students simultaneously, unless required by federal or state law in which case the following shall apply:**
 - 1. **In order to determine assignments to Hybrid Teaching, the administrator shall meet with the affected department(s)/program(s) to seek volunteers.**
 - 2. **Bargaining unit employees assigned to Hybrid Teaching will receive the additional period pay supplement.**

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3. **Bargaining unit employees assigned to Hybrid Teaching will be provided two planning periods.**

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Appendix K

ARTICLE XV

WORK YEAR

- A. Ten-month employees shall have 197 duty days of which 180 shall include student contact. Eleven-month employees shall have 217 duty days. The calendar for school psychologists shall have 228 days. The total number of paid holidays for ten and 11-month employees shall be six. School psychologists receive one additional paid day off. Twelve-month employees shall be scheduled to work all weekdays when the Ronald Blocker Educational Leadership Center is open for business other than nine paid holidays. Paid holidays and the School Calendars shall be as set forth in Appendix B, which is hereby incorporated into and made a part of this Contract.
- B. The 10-month calendar shall include the following:
1. Six (6) days of pre-planning prior to the first student attendance day, one of which will be a voluntary Staff Development Day, and two days of post-planning following the last student attendance day.
 2. A workday scheduled at the end of each of the approximate nine-week grading periods, the last one of which shall be part of the post-planning period.
 3. A professional day scheduled for a Friday in October, in conjunction with the day chosen as the statewide professional day.
 4. There shall be a full (M-F) two-week Winter Holiday.
 5. Instructional personnel shall be permitted to work up to three (3) days prior to preplanning to prepare their classroom. They shall check (✓) in and out upon arrival and departure from their work site. Instructional personnel may be excused for an equivalent number of workdays as identified at the end of each grading period providing they have fulfilled all requirements for submitting grades.
- C. If a full Wednesday student day is required during the weeks of standardized student testing that increases student contact time, then the workday shall mirror the traditional Monday, Tuesday, Thursday, Friday schedule for students and employees. On the

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following Wednesday when testing has ended, all teachers shall be permitted to leave at the end of the scheduled student day. There shall be no mandatory professional development or required administrative meetings for teachers on that Wednesday. If two Wednesdays are required back to back, teachers shall be allowed to leave at the end of the scheduled student day on the following back-to-back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

- D. Beginning with the 2020-21 school year, a maximum of two (2) early release days per month shall be used at the sole discretion of the administrator. Remaining early release days shall be used for uninterrupted planning time after student contact time. Teachers will be provided a copy of the schedule during preplanning for the first semester and before winter break for the second semester.
- E. When it becomes necessary to close a school because of weather or for other reasons as deemed necessary by the Superintendent, the days lost shall be made up by extending the school year for that school, as determined by the Board, after consultation with the Association, without it being a violation of this Contract.
- F. Attendance at in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program. There shall be no mandatory in-service during the first or final day of preschool planning nor during post-school planning for school-based employees.
- G. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided up to four student contact days per year to perform duties related to said preparation, at times mutually agreeable between the teacher and the administrator. Additional time may be requested. Release time from regular duties shall be provided in reasonable time blocks.
- H. Any teacher transferred within the student year, or hired after pre-planning, shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.
- I. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose

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assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

J. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, per their primary contract for the school year just completed, except as may be provided elsewhere in this Contract.
2. Employees shall be notified of the availability of extended employment opportunities one month before the end of their work year. The acceptance of extended employment is voluntary on the part of the teacher, and such acceptance signifies a commitment to the particular extended employment.
3. Beginning in the 2020-21 school year, JROTC teachers shall work 197 duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.
4. The athletic director shall be offered up to 20 days of extended employment and the period shall be mutually agreed upon between the administrator and the athletic director.
5. CRTs assigned to elementary schools or special centers may be offered extended employment of up to 20 days during the summer months.
6. Guidance counselors, **school psychologists**, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.

a. School Psychologists shall be considered for summer employment for which they are qualified before others are hired.

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- b. Elementary counselors will be offered five (5) days of employment over the summer; Middle and High School counselors will be offered 20 days over the summer.**
 - c. Extended employment dates shall be mutually agreed between the administrator and the employee.**
- 7. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered extended employment for the summer months. If these secondary schools have a ninth grade center, the days used for the extended employment may be used between the teachers from the main campus and the teachers from the ninth grade center.
- 8. High Schools shall be given a total of five (5) days of extended employment for the athletic trainer (s) to cover athletic practices prior to pre-planning.
- 9. Summer School
 - a. Regular employees shall be considered for summer employment for which they are qualified before others are hired. Such consideration first shall be given to those assigned to the school for the coming year. In post-secondary schools, if a course is continued during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.
 - b. Nothing herein shall prohibit mutually acceptable agreements between employees and administrators to divide these work assignments in an equitable manner.
 - c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.
 - d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.

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K. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:

1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
2. Student contact time per day shall not exceed six hours and 15 minutes excluding passing time.
3. Employees may take 22-minute breaks at their discretion, with the approval of the administrator.
4. The on-site planning period shall be at least 30 minutes per day.
5. Employees shall be paid at their hourly rate of pay.
6. Sick leave shall be prorated on a 9.35 hour day

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Appendix L

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.

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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

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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:

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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.

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- 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.
- 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.

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- 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.
- Q. The District authorizes teachers to participate in DROP for up to 36 calendar months beyond the 60-month period. The District shall distribute the extension application on the last year of DROP. The extension shall be granted for those with an effective or highly effective rating.**

Appendix M

ARTICLE XVIII LEAVES OF ABSENCE

A. General Provisions

1. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the administrator on a request for leave of absence form.
2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the time s/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.
3. Leaves of absence shall be reported in increments of full or half days.
4. An employee shall not be responsible for finding a substitute in the event of his/her absence.
5. During leaves of six (6) or more duty days, an employee shall not be required to keep records, prepare lessons, or perform any of the duties required while in attendance.
6. An employee on long-term leave shall be considered as if s/he were part of the staff of the school from which s/he took leave. In special circumstances such as cases of extended worker's compensation or relief of duty, this provision may be waived.
7. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the administrator and shall either be directed to return to duty or continue on leave.
8. Upon return from leave, the employee shall complete a certificate of absence.
9. Any leave days credited to an employee at the time of an approved leave of absence, which are not taken during that leave of absence, shall be credited to the employee upon return to active duty.

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10. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted.
11. An employee granted a long-term leave of absence may be employed while on leave upon approval by the Superintendent.
12. For reasons relating to illness of an employee or the employee's spouse, parent, son, or daughter; adoption, or newborn child-care, the employee may take a leave of absence for a period up to 12 weeks under the provisions of the Family and Medical Leave Act of 1993.
13. Up to one (1) year of long-term medical leave with or without pay, shall be granted to employees for personal illness, or illness or death of a member of the employee's family as defined in Florida Statutes. Any leave taken under the Family and Medical Leave Act referenced above shall count as part of the total leave taken.
14. Should an employee on long-term medical leave return to duty for a period of less than one (1) teaching month and then require additional leave for medical reasons, such additional leave shall be considered as one period of leave if within one (1) school year.
15. Long-term personal leave of up to one year without pay may be granted, subject to the approval of the Superintendent. Applications for such leave shall include an explanation for the request.
16. Extension of Long-Term Leaves
 - a. An extension of up to one year may be granted for long-term medical and personal leave.
 - b. An employee who desires an extension of long-term medical leave must request same as soon as possible, but in no event later than one week prior to expiration of the leave.
 - c. An employee who desires an extension of long-term personal leave for the following school year must request same in writing by March 15. If

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the leave was granted after March 15, any request for extension shall be made as soon as possible.

17. Return from Long-Term Leave

- a. An employee who plans to return to duty at the expiration of a long-term leave shall notify the administrator in writing by March 15 of the school year for which the leave was granted. In the event the leave was granted after March 15, the employee's intent to return to duty at the expiration of the leave shall be deemed given upon requesting the leave. On or before February 15, the Board shall notify each employee on leave of this provision. The employee shall respond, indicating his/her intent to return, requesting an extension, or resigning from his/her position. Except for extenuating circumstances, an employee who fails to respond shall be considered to have resigned with an effective date of his/her last duty day of the fiscal year.
- b. An employee, upon expiration of his/her leave of absence, may return to duty without prejudice and shall be credited with all previous experience earned prior to the leave.
- c. An employee desiring to return from medical leave prior to the leave expiring shall be allowed to return to duty only when a vacancy exists for which s/he is certified and/or qualified.
- d. An employee desiring to return from personal leave prior to the leave expiring may be allowed to return to duty if a vacancy exists for which s/he is certified and/or qualified.
- e. Failure or refusal of an employee returning from long-term leave to accept a written offer of assignment made to his/her last known mailing address shall remove any obligations of the Board to provide further employment.
- f. For employees returning or who have recently returned from medical leave, a doctor's statement may be required.

B. Sick Leave

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1. An employee shall be credited with four days of sick leave with pay on the first day of employment of each fiscal year, as provided by law.
2. An employee shall earn one day of sick leave with pay at the end of each month of employment, credited at the end of that month, which shall not be used prior to the time it is earned and credited to the employee; provided that the employee shall earn no more than one day of sick leave times the number of months of employment during the fiscal year.
3. An employee may transfer unused sick leave days from another Florida school district, from another job within the District, and from other State agencies as provided by law. It shall be the employee's responsibility to assist in securing the requested transfer of sick leave credit from his/her previous employer. One day of sick leave may be transferred for each day accruing with the District.
4. There shall be no limit to the number of sick leave days which an employee may accrue.
5. Sick leave may be used for personal illness of the employee, including a temporary disability due to pregnancy, or for death or personal illness of a member of his/her immediate family, and as provided by the Family and Medical Leave Act of 1993.
6. The employee may use accumulated sick leave for the purpose of bereavement leave.
7. An employee may use accrued sick leave for the purpose of taking physical examinations.
8. An employee who has exhausted his/her accumulated sick leave shall be granted sick leave without pay for the reasons stated in B.5. above, not to exceed 20 duty days.
9. **Employees who work eleven or more days in the summer school program shall earn one (1) day of sick leave. This provision applies to all employees who work in the summer school program.**

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10. Sick Leave Donation

- a. **Any district employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee.**
- b. **Any district employee may authorize any district employee to use sick leave that has accrued to the authorizing employee as follows:**
 - i. **The recipient must provide documentation, by the treating physician, of the illness, accident, or injury for which leave is otherwise authorized.**
 - ii. **The recipient must have at least a ten-day balance of accrued sick days in order to receive donated sick leave.**
 - iii. **Any unused transferred sick leave shall be returned to the authorizing employee whose donated sick leave has not yet been used.**
 - iv. **The employee who authorizes the donation must retain at least a ten-day balance in his or her own sick leave account.**
- c. **The recipient of donated sick leave may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool.**
- d. **Donated sick leave shall have no terminal value.**

C. Illness/Injury In-Line-of-Duty Leave

- 1. Illness/injury in-line-of-duty leave with pay may be taken when an employee is absent from duty because of:
 - a. A personal injury in the discharge of duty.

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- b. An illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.
- 2. Leave for such illness(es) and/or injury(ies) shall be for a period of time not to exceed ten duty days during the school year, as provided by Florida Statutes.
- 3. An employee may request additional leave under Florida Statutes, and if it is not granted, the employee may elect to take accrued sick leave and/or to be paid under Workers' Compensation. If s/he chooses the latter, s/he may be paid the balance of his/her daily rate of pay not provided by Workers' Compensation by using his/her accumulated sick leave on a prorated basis.
- 4. If an employee is injured in the line of duty as a result of a physical assault and/or battery, he/she may be eligible for line-of-duty leave, including an extension as set forth above.

D. Personal Leave

- 1. Up to six (6) days per year, non-cumulative and chargeable to accrued sick leave, may be granted to employees for personal leave, subject to the following:
 - a. Personal leave is to be used for matters which cannot be scheduled outside of regular working hours.
 - b. Employees shall not be required to divulge the reasons for requesting personal leave with pay.
 - c. Except in cases of emergency, or in extenuating circumstances, personal leave is to be requested at least one week in advance.
 - d. Requests for personal leave shall not be unreasonably denied.
 - e. Personal leave may not be taken one (1) duty day before and/or after a scheduled holiday or the first and/or last five (5) days of the school year for students. This shall not be applicable in cases of emergency, to attend the graduation of a spouse, child, parent, or oneself or to work in a voting precinct or the observance of a religious holiday.

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- f. Any denial of requests for personal leave which will result in more than 7% or three (3) teachers, whichever is greater, of a school's staff being absent on a given day, shall not be construed as unreasonable denial.
 - g. In emergency situations, an administrator may grant personal leave for a brief period of time pending the submission of a request for leave form. During the period of time the leave is granted verbally by the administrator, the employee shall not be considered absent without leave.
 - h. Except for emergencies, personal leave may not be used during periods of extended employment outside of the employee's regular work year.
- 2. When an employee has exhausted all sick/personal leave with pay, s/he may be granted short-term personal leave without pay for emergencies or in extenuating circumstances and the restrictions set forth in 1.e. above shall apply.

E. Professional Leaves

1. Exchange Teaching

An employee on continuing or professional service contract may be granted a leave of absence for one year for the purpose of exchange teaching. Exchange teaching shall be limited to accredited public school systems, colleges and universities or similar institutions. The cooperating school system, college or university must furnish an employee to take the place of the employee released by the Board. The released employee shall draw full salary plus the value of any supplements performed by the cooperating employee. Application for exchange teaching for the next school year must be made by April 15.

2. Detached Service

The Board may grant detached service leave for a period of one year for an employee to work in an educational institution, with an official government agency or in such programs as the Peace Corps and the Overseas Exchange Teacher Program. The employee may request an extension of the original leave for up to one additional school year. Before an employee is granted detached service leave, s/he must present evidence of an offer of employment from one of

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the accepting agencies. Application for detached service leave for the next school year must be made by April 15.

3. Temporary Duty

- a. Temporary duty leave may be granted by the Superintendent if it is for the benefit of the school or school system, or the professional growth of the employee.
- b. Temporary duty leave may be initiated by the employee or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.
- c. If initiated by the employee, expenses may be borne by the employee or shared with the Board, if mutually agreed upon prior to the taking of the leave.
- d. Temporary duty leave shall be with full pay for the affected regular duty days of the employee or for any other day if the leave is initiated by the Board and agreed to by the employee.
- e. Temporary duty may be granted for recognized state/national professional subject area organization meetings.

4. Temporary Professional

- a. An employee may be granted professional leave with pay for up to ten (10) duty days, to attend classes (which may include travel time) for earning the required hours for renewal or extension of his/her certificate or license, or for certification in a new teaching area during a five (5) year period. The leave must be requested at least ten duty days prior to the effective date of the leave.
- b. An employee may be granted professional leave without pay for working toward advanced degrees, not to exceed ten duty days at the beginning or at the close of the school year in order to attend summer school classes, except that this leave may not be taken when assigned students. The leave may include consideration of reasonable travel time.

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- c. Evidence of acceptance in an institution of higher learning must be attached to any request for professional leave to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave

- a. An employee duly subpoenaed to serve on jury duty shall receive his/her full salary and may retain any expense allowance, including transportation reimbursement, provided while serving on jury duty.
- b. Such leave shall not be charged against accrued sick or personal leave.

2. Court Leave

- a. Court leave with pay shall be granted to employees, duly subpoenaed or summoned, for the time necessary to make appearances in court proceedings, subject to Subsection c. below. The Superintendent may deny requests for court leave which extend beyond five days, in non-work related cases. If court leave with pay is denied, personal leave with or without pay shall be granted.
- b. Such leave shall not be charged against accrued sick or personal leave.
- c. An employee shall not be granted court leave in cases where the employee is a litigant against the School Board in a court of law or a state or federal agency proceeding.

3. Political Leave

- a. Leave of absence without pay for up to twelve (12) weeks shall be granted to an employee for the purpose of campaigning for a public office for which s/he has officially qualified.
- b. Leave of absence without pay may be granted for any employee elected to public office.

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- c. Short-term leave of absence with pay shall be granted for elected public officials to conduct official business for up to five (5) days per year. Additional days may be granted by the Superintendent.

G. Annual Leave

1. A 12-month employee shall be granted paid annual leave as provided herein.
2. Annual leave shall be credited at the close of each month. Any credited leave beyond thirty (30) days will be removed at the end of each calendar year (December 31). Each employee shall be encouraged to use leave on an annual basis.
3. The number of years of continuous experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

Years of Service	Annual Leave Days
0-4	13
5-9	16
10 or more	19

4. For purposes of computing the number of years of experience in order to determine the number of days of annual leave to which an employee is entitled, a year of experience is earned when an employee is employed for one or more days beyond six (6) months within a fiscal year.
5. One (1) or more days of annual leave may be used at any time during the year subject to the approval of the administrator in advance. Annual leave must be scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.
6. A teacher shall be paid at his/her current daily rate of pay for accrued annual leave if s/he is returned to less than 12-month status.

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7. If Annual Leave is requested and not granted during that fiscal year, an employee shall be paid at the end of that fiscal year for the number of days requested, and his/her annual leave balance shall be adjusted accordingly.
8. No employee shall be granted fewer annual leave days than s/he received prior to ratification of this Contract.
9. An employee who leaves his/her employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days unless prohibited by law.
10. If an employee elects to enter the Deferred Retirement Option Program (DROP), s/he may receive annual leave pay-out subject to the provisions of DROP.

H. Military Leave

1. Short-Term

- a. An employee who is a member of the National Guard, or who is a commissioned reserve officer or reserve enlisted personnel in the United States military service, shall be granted a leave of absence from his/her respective duties, without loss of pay, time or efficiency rating, for all days s/he is engaged in active duty or training ordered under the provisions of the United States military. Such leaves of absence shall not exceed 17 days in any one annual period.
- b. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- c. The employee shall attach a copy of his/her orders to his/her request for leave.
- d. The employee should endeavor to have his/her periods of training scheduled during his/her summer vacation. In cases where the employee requests military leave, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

2. Long-Term

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- a. Extended military leave shall be granted to an employee who is required to serve military obligations in the Armed Forces of the United States.
- b. Employees called to active duty shall receive full pay for the first 30 days.
- c. Employees may elect to use annual leave if applicable after the initial 30 days.
- d. An employee granted long-term military leave shall be re-employed provided that:
 - i. The tour of duty is completed.
 - ii. The application for reemployment is filed within six months following the date of discharge or release from active military duty.
 - iii. Original eligibility for employment has been maintained.
 - iv. Reassignment within a reasonable time, not to exceed six months, is afforded the School Board, except as provided by law.
- e. Military leave shall not be granted to an employee who volunteers to serve when such service is not required.

I. Bereavement Leave

- 1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees must use sick leave with or without pay for bereavement leave.

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2. Immediate family is defined as spouse, same sex domestic partner, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 3. Additional time may be granted at the discretion of the Administrator.
- J. In the event the Board seeks to resume the practice of granting sabbatical leave, the District and the Association shall immediately meet to negotiate the provisions governing this sabbatical leave.
- K. The District and the Union will continue to review and implement improvements in the Employee Self Service System (ESS).

L. Quarantine Leave

1. **When an employee has been placed in quarantine by a constituted medical or legal authority, he/she shall remain away from assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against other compensable leave.**

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Appendix N

Appendix A-5
Years of Employment Supplement

	<u>5 - 9</u> <u>Years</u>	<u>10 – 14</u> <u>Years</u>	<u>15 - 19</u> <u>Years</u>	<u>20 - 24</u> <u>Years</u>	<u>25 - 29</u> <u>Years</u>	<u>30+</u> <u>Years</u>
<u>Supplement</u>	<u>500</u>	<u>1,000</u>	<u>1,500</u>	<u>2,000</u>	<u>2,500</u>	<u>3,000</u>

Employees will receive this annual supplement based on cumulative years of employment with OCPS starting from their initial hiring date.

The years of employment supplement should be adjusted at the same percentage as the increase in the entry teacher's salary.

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Appendix O

APPENDIX F REGISTERED NURSES

- A. The following articles and sections are not applicable to registered nurses:
 - 1. Article VI, Section Q.6.
 - 2. Article VII
 - 3. Article VIII, Sections A - I, N., Q., R.
 - 4. Article IX, Sections B., C., D., and G.8. and 12.
 - 5. Article X, Sections A., B., C, D., E., H. K.2.
 - 6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
 - 7. Article XV, Sections F., G., and H.
 - 8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
 - 9. Article XVII, Sections H. and O.
 - 10. Article XVIII, Section E.1.
- B. The work year for registered nurses shall be 197 days including six paid holidays.
- C. Any employment beyond the 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.
- D. The probationary period shall be for three years, in accordance with the following:
 - 1. During any of the first three years of employment, termination shall be for cause only.
 - 2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.
- E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.
- F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.
- G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.

- H. Nurses who are asked to cover school clinics in lieu of a substitute nurse will be additionally compensated at the rate of pay that the board would pay for an agency registered nurse to cover a school clinic.
- I. The Board shall provide equipment and supplies to aid the lead nurses in the performance of their duty to train clinic and school staff to provide safe and reliant care to students.
- J. Lead nurses will be provided a supplement as described below:

<u>0 – 3 Years</u>	<u>4 – 6 Years</u>	<u>7 – 14 Years</u>	<u>15+ Years</u>
<u>3,795</u>	<u>4,250</u>	<u>4,743</u>	<u>5,313</u>

Appendix P

APPENDIX H ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

A. Instructors are assigned in a full-time status to OCVS.

1. Instructors shall have a 7.5 hour duty day within a ~~twelve~~ **thirteen** hour period.
 - a. The ~~twelve~~ **thirteen** hour period shall be from ~~8:00~~ **7:00** am to 8:00 pm
 - b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm.
 - c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.
 - d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.
 - e. **The administrator may require attendance at one of the lab school's annual open house in lieu of attending the OCVS Open House. Participation in other OCVS nights will be optional.**
2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OCVS instructors are to use the planning period primarily for preparations.
3. **Newly hired instructors, prior to being assigned his/her first virtual instruction course, must be provided training on virtual instruction through the professional learning program established by OCVS and/or its partners.**

B. Preparations are based on the number of instructors and the number of students per instructor. As the number of teachers and students increase, the number of preparations shall decrease accordingly. The parties shall meet annually to agree on the number of preparations assigned to each teacher.

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150

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8	5-7	150-160
10	2-4	160-180

1. **Secondary Level class sizes will have a class cap based on the following:**
 - a. **180 (1 class prep)**
 - b. **165 (2 class preps)**
 - c. **150 (3 class preps)**
 - d. **135 (4 or more class preps)**
 2. **Elementary level class sizes will have a class cap based on the following:**
 - a. **K – 3 shall have a cap of 25 students per semester.**
 - b. **4-5 shall have a class cap of 30 students per semester.**
 - c. **Combinations of K-3 and 4-5 teaching assignments shall be calculated proportionately.**
- C. **Any Instructor that is over the class cap by 20% shall be given an Additional Period Pay.**
- D. **Instructors will be permitted to assist in the review and evaluation of curriculum. Participation in the development of curriculum shall be optional.**

Appendix Q

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

This Memorandum of Understanding (MOU) is made on this ____ day of June 2021 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 provide a \$1,000 bonus to members of our bargaining unit who are not included in the bonus that will be provided by the State of Florida using funds from the Elementary and Secondary School Emergency Relief.

WHEREAS, the State of Florida's \$1,000 bonus does not include all instructional personnel.

NOW, THEREFORE, it is agreed as follows:

1. The District will provide a one time \$1,000 bonus to instructional personnel who do not qualify for the State bonus.
2. The District will use ESSER (Elementary and Secondary School Emergency Relief) funds to cover the cost of the bonus.

Dated this _____ of _____ 2021.

For Orange County Public Schools:

For Orange County Classroom Teachers
Association:

James Preusser
Senior Executive Director, Human Resources

Wendy Doromal
President

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