

MINUTES

CTA CBLT

CTA Office

November 8, 2019

In Attendance

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|--------------------|----------|------------------------|----------|-----------------|----------|
| Nicholas Anderson | CTA | Farrah Hawkins | CTA | Megan Oates | CTA |
| LeighAnn Blackmore | District | Matthew Hazel | CTA | James Preusser | District |
| Doreen Concolino | District | Alex Heidelberg | District | Maribel Rigsby | CTA |
| Albert Davies | CTA | Myrlene Jackson-Kimble | District | Elizabeth Silva | District |
| Wendy Doromal | CTA | Daphne Lewis | CTA | Kenneth Simmons | CTA |
| Gloria Fernandez | District | Clinton McCracken | CTA | Stephanie Wyka | District |
| Ian Gesundheit | District | John McHale | District | | |

Additional Attendees/Guests

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|---------------|----------|----------------------|----------|--------------|-----|
| Beth Curran | District | Theresa Harter-Miles | District | Mark Richard | CTA |
| Julie Grabach | District | | | | |

Minutes

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| Jim Preusser | Good Morning Wendy, Good Morning CTA. We appreciate your hospitality. I'll turn it over to you Wendy. |
| Wendy Doromal | Want to say thank you to Beth for bringing my favorite donuts. Read statement. See Appendix A. |
| Mark Richard | How do we get this done if it can be done? |
| Jim Preusser | Let me make a few comments. We do want to get this done. We have a counter proposal that we are going to give you today. So without further ado, I'm going to give those to you. We're going to give those incrementally. Once you have a copy we will walk through them one at a time. |
| Mark Richard | This is not chronological order but thematic? |

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| Jim Preusser | <p>Correct. First wages, then working conditions, then benefits.</p> <p>Alright, it appears as if everyone has the first three documents. We hear you, there is no doubt that everyone understands you, that teachers are important. We do respect you. With that being said, here is our proposal. See Appendix B.</p> <p>We've discussed quite a bit around the shortfall deficit in the trusteeship. Our last proposal covered five months of that deficit. We are willing to cover all 10 months. This increases the total cost of the proposal, and that is included. For the 2019-2020 school year, we will leave the current premiums and deductibles status quo. For the 2020-2021 school year, the proposal will be as we proposed them – with deductions beginning in September of 2020.</p> |
| Mark Richard | So this represents by your calculation an additional \$5 Million. |
| Jim Preusser | Yes. \$4.9 Million or so. |
| Mark Richard | So this moves any changes to benefits for a year. |
| Jim Preusser | Yes. |
| Mark Richard | And the wages you are proposing are structural. No bonuses. |
| Jim Preusser | Correct, they are structural. |
| Mark Richard | So the structural raises, the teacher makes X and this will be going forward. This will be retroactive back to the first duty day. |
| Jim Preusser | Yes. |
| Mark Richard | And what is that first duty day. |
| Jim Preusser | <p>August 5th except for school psychologists.</p> <p>I'd also point out on the retro, which is the second document. If we are able to come to an agreement – we'd like to get everyone their money as quickly as possible. We wanted to point out some of the cutoffs relative to payroll – if we ratified by December 4th or December 11th cutoff. The money in retroactive salary is presented.</p> |
| Mark Richard | Alright, you're getting ahead of yourself a little bit, we don't have a deal yet. |
| Jim Preusser | <p>Yes, but I wanted you to see it. I want to talk to you a little about recurring and non-recurring dollars. The Board wanted me to be very clear. If you recall we had a 4% on the table earlier and that money all came from recurring. This offer equates to 5.5% of payroll, or average per employee. There may be questions about where did the additional money come from? It came from the non-recurring fund balance. That money did not come out of recurring dollars it came out of non-recurring fund balance. In addition, the benefits we are covering also came from non-recurring fund balance. I wanted to be clear about that, so we could acknowledge that.</p> <p>Total recurring – \$45 Million</p> <p>Total non-recurring - \$29.1 Million</p> |

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| Wendy Doromal | But some of the money in the benefits is not for teachers and that's in this number. |
| Jim Preusser | Yes, but as I have said before, we have one plan, that is coming out of the fund balance. |
| Mark Richard | The \$29.1 Million coming out of non-recurring, what would we reduce that to just be CTA members? |
| Jim Preusser | Let me get back to that on you. |
| Mark Richard | We appreciate the transparency, that is one of our goals here. The more the public and stakeholders see the transparency is better. We also appreciate the difference between recurring and non-recurring. So we appreciate and underscore that it is a one year deal. I want to make sure this gets in the minutes – with you putting this up front and acknowledging that you've put this up front. Both parties will have the full rights, the full legal rights when we go into bargaining again. |
| Jim Preusser | Correct, both parties will have the right. Bargaining is a mandatory subject of bargaining. Can I just make sure one thing clear – I've spoken before about the 1.5%. We hope the Legislature comes back with more than that. And you spoke about the truth in budgeting – as the new meetings coming up, first date is November 19 th tentatively. |
| Mark Richard | So we are either going to look for additional funds, as well as funds coming in from Tallahassee. |
| Jim Preusser | Yes, so there may be budget adjustments to over that 1.5%, as well as money coming from Tallahassee. |
| Mark Richard | I would be comfortable if we memorialize this some way. |
| Jim Preusser | Agreed, let me take a stab at that and get something back to you. |
| Wendy Doromal | Yeah, because we want to make sure it's a one year deal. |
| Jim Preusser | Next, is the actual salary language. We wanted to make sure everything is codified in the language. I will not read every word to you. |
| Mark Richard | So obviously, if we find any Scribner errors or mathematical errors, we'll get back to you. (Question about summer school and CTE – LeighAnn Blackmore clarified that summer school is on prior year contract). |
| Jim Preusser | Benefits. See Appendix C. |
| Mark Richard | So let me be clear, no teacher is going to be paying a penny more than they did last year. |

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| Jim Preusser | <p>Yes, unless they made a plan change.</p> <p>The first document says the date at the top that is the only change. The next document is the 2020-2021 health insurance plan is the second document I gave you. That is the plan design and premium changes that go into effect in 2020. We would like to do annual enrollment in May or June of 2020 so the teachers have an opportunity to select changes, if any, that would be implemented in October of 2020. We are willing to do some educational sessions for teachers and instructional personnel. So they have time to ask a lot of questions.</p> |
| Mark Richard | And make changes if they need to. |
| Jim Preusser | <p>Yes. If there is something we need to change I will let you know.</p> <p>The language that is coming across to you under work year, it should be familiar to you. You've seen it before, we actually had a TA on this before. I will point out to you that the first sentence that says 197 duty days, that is for next year, that is not for this year, that is the only proposal under work year. See Appendix D.</p> |
| Mark Richard | So teachers will now have six day of pre-planning starting next year. The extra day teachers will be paid their daily rate. One of those days is staff development but it's voluntary in terms of participation. |
| Jim Preusser | <p>Correct.</p> <p>What you're getting now is under Appendix B – we don't have any problem with the language. What we did at the top was struck through the years because the holidays are the holidays, they don't change based on the years. Again, where it says note at the bottom we've adopted what you proposed. We don't have a problem with that. See Appendix E.</p> <p>Alright, everyone has the evaluation now? If we go to page 4, I believe we had an agreement on this language so we left that there. If you move to page 6, we added some language. The purpose is we moved it back slightly because we understand there were some situations where teachers weren't receiving feedback until the end of April. So by moving it back, there is time. See Appendix F.</p> |
| Nicholas Anderson | Question, is that for this year or next? |
| Stephanie Wyka | Yes, we can do it this year. |
| Jim Preusser | Yes, Stephanie has laryngitis. |
| Maribel Rigsby | If we agree to the April 15 th date, will we change the Quick Guide? |
| Stephanie Wyka | Yes. |

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| Jim Preusser | <p>Yes, for the record.</p> <p>Page 12, we struck through some language and we believe we've captured the essence.</p> <p>Page 13 – I know this is a big deal for CTA and we believe we've captured the essence what is necessary. I'm going to read it, because I think it's important.</p> |
| Mark Richard | Just one question, where it has the word "if necessary" that means if the party who thinks it's necessary, the procedure is the same. |
| Jim Preusser | <p>Correct. Next – Association Rights. There are two items under this article. I believe we had a verbal on these – but just to finalize that. We added a sentence "subsequently ..."</p> <p>See Appendix G.</p> |
| Mark Richard | We're going to trust you that we both believe in education, and that we will be given adequate time in those sessions to educate. |
| Jim Preusser | Our intention is not to cut anyone short. Unless it's not an hour. |
| Mark Richard | Yes sir. |
| Jim Preusser | Page 3, C. We have no problem with the union or their designee posting on the bulletin board. We believe we already had an agreement there. |
| Wendy Doromal | Thank you. |
| Jim Preusser | <p>Let's move to working conditions. This is one we talked quite a bit about, it's on page 6.</p> <p>Badges – the good news I agree with you. We are going to replace them. So at no cost to the employee – if it's damaged, lost or stolen, or even wear and tear we will replace at no costs. See Appendix H.</p> |
| Mark Richard | I'm sure the police department is very happy with you. |
| Jim Preusser | Teacher Rights and Responsibilities. I am looking at page 3 under M, down near the bottom. I know Wendy you want to ensure, you've told me that you just want to understand with respect to an investigation. We've added some language. I've spoken to my Director, Jason Batura, and he said he has no problem getting that done. If it's not getting done, I just need to know about it. See Appendix I |
| Wendy Doromal | On the one, you scratched out on page 4. We can enforce that anyway, because it's law. |
| Jim Preusser | I would say we should continue to work together to determine where it's happening, so it can be stopped. I'm happy to listen to you and hear what you have to say. |
| Mark Richard | It's important for morale. |
| Jim Preusser | <p>I understand. Page 2 – we had a lot of dialogue about this. This committee, our Board, our Superintendent, all of our employees certainly value all of our employees and understand that if employees need to use the restroom. Having said that, here is our language.</p> <p>I know we've had a lot of dialogue and it's important. See Appendix J.</p> |

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| Wendy Doromal | Thank you that is a human right. The right to pee. |
| Mark Richard | (Dr Seuss, Cat in the Hat) |
| Jim Preusser | Page 6. There was no change to that language from our last TA. |
| Wendy Doromal | Okay. |
| Jim Preusser | There are 4 more. So Clinton, I know you have a lot of passion and input to this one – I think we’ve captured the essence around this one. I will let you look at this again, and see if that is right. We have no problem with the language – we did change one word, trying to be specific as possible. Look through it, let us know if there is something that needs to be clarified. See Appendix K. |
| Clinton McCracken | Okay. |
| Jim Preusser | Next, Sick Leave Bank. See Appendix L. |
| Clinton McCracken | Can I just ask one question to clarify? If a school has multiple, they will still get it. |
| Leigh Ann Blackmore | Every teacher that is eligible should receive it. |
| Jim Preusser | If they are not, let us know. |
| Clinton McCracken | Okay. |
| Jim Preusser | Sick Leave Bank. This was actually a proposal from you – but I’ve left it in the package because we don’t have problem with that. |
| Wendy Doromal | Okay, thank you. |
| Jim Preusser | Next, targeted school supplements. I’m going to turn this over to LeighAnn Blackmore. See Appendix M. |
| LeighAnn Blackmore | Last year in August, we entered an MOU in order to establish the rubric for what constituted a targeted school. And we also agreed to remove the list from the contract, because it’s always a year old. So this formalizes what we agreed to last year. |
| Jim Preusser | We’re just codifying the MOU. |
| Maribel Rigsby | What does targeted schools include? |

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| LeighAnn Blackmore | STO schools, middle schools (read the rubric). |
| Jim Preusser | So the language is in the MOU. The next is the bargaining team names. We changed Nick to Nicholas. So with that being said, that is our comprehensive proposal. See Appendix N. |
| Mark Richard | Can we do paper work for a minute? I want to make sure everyone has everything. (Read through the list of documents) |
| Jim Preusser | We need to clarify one thing. |
| LeighAnn Blackmore | In your Article XVI, it includes A and C, I just want to make sure you have those. |
| Mark Richard | Excellent, good point. |
| Jim Preusser | If I can add the conversation around memorializing our discussion at the beginning, I will take some time during the caucus to come up with something. |
| | Caucus |
| | Returned from Caucus |
| Jim Preusser | Wendy, I'm going to turn it over to you. |
| Wendy Doromal | I want to say thank you for the proposal. And before we make our final decision we have one more thing we want you to consider. Maribel is going to hand it out. Article XV Work Year. |
| Jim Preusser | I have something as well. |
| Wendy Doromal | Do you want to go first? |
| Jim Preusser | We'll go first, we will hold this and we'll get back to you. |
| Mark Richard | Do you have the paper we discussed? |
| Jim Preusser | That is what I've just handed you. We are memorializing our discussion based on the 1.5% - there are three bullets there. I think you'll find what you asked for is there. See Appendix O. |
| Wendy Doromal | Thank you. |
| Mark Richard | Given that this is a one year deal, this is great. Thank you. |
| Wendy Doromal | Okay, what we heard from our members the most is planning time. We put beginning with the 2020-21 school year (read the language). It would limit how many Wednesdays – because we are hearing from people on this team how many Wednesdays and early release days? See Appendix P. |

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| Jim Preusser | Let me ask one very specific question. If we agree to this do we have a deal? |
| Mark Richard | Well, you have to caucus. Let me be frank – the teachers have come together here and let their voice be heard. These are professionals. They are consistently having a challenge – we need the time to teach and the time to prepare. We are evaluating – we are very close. We came to you and said we can't live on bonuses, we need structural changes. You've responded. We've asked for ... (indicated what we've discussed). Honestly, we are really close, because this union and the Superintendent and District has heard us. To tell you we are close – we need to think about it. But if you consider those two days – we are really very close. It's up to you. |
| Jim Preusser | Thank you, give me ten minutes to review and we'll call you back in. |
| Mark Richard | We hope you heard us on this last issue. |
| Jim Preusser | We did, give me ten minutes. |
| | Caucus and return |
| Mark Richard | So, where are you sir? |
| Jim Preusser | We've reviewed your language and we can agree. With that being said. Do we have an agreement? |
| Wendy Doromal | Yes, just want to say thank you so much. |
| Jim Preusser | Let's sign some TAs. |
| | Wendy & Jim sign TAs. See Appendix Q. |

Appendix A

Appendix B

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DISTRICT PROPOSAL #1 (Amended)

Salary

November 8, 2019

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 beginning of the current school year. For school year ~~2017-18~~ 2018-19, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.
1. There will be ~~an across the board increase~~ a cost of living adjustment of ~~\$550,700~~ \$550,700 for all personnel regardless of instructional practice score.
 2. Teachers with a summative performance rating of Effective shall receive an additional ~~\$1,100~~ \$1,400.
 3. Teachers with a summative performance rating of Highly Effective shall receive an additional ~~\$1,525~~ \$2,100.
 4. The ~~across the board payment~~ 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.
- 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.
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.

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

APPENDIX A

Salary Structure for Performance Pay for All Instructional Personnel Except School Psychologists

| 2018-19 Open Range Schedule | | |
|------------------------------------|-----------------------------------------|-----------------------------------------|
| | Minimum | Maximum |
| Tier 1 Range | <u>\$40,000</u>40,700 | <u>\$43,725</u>76,825 |
| Tier 2 Range | <u>\$41,630</u> | <u>\$49,585</u> |
| Tier 3 Range | <u>\$47,920</u> | <u>\$56,978</u> |
| Tier 4 Range | <u>\$55,285</u> | <u>\$74,000</u> |

- ~~Twelve month employees: Add .20 of Salary.~~
- Non Degreed Registered Nurses: 3 years of work experience shall serve in lieu of a Bachelor's Degree.
- Adjuncts/Technical Adult: Placement at Level A and based on degree or its equivalent. The degree or its vocational equivalent is as defined in Article VIII, Section ~~ML~~.
- New hires shall be placed on the schedule at the same level as teachers with comparable years of instructional experience.

Salary Structure for Performance Pay for School Psychologists

| <u>Open Range Schedule</u> | |
|-----------------------------------|------------------------|
| <u>Minimum</u> | <u>Maximum</u> |
| <u>\$56,250</u> | <u>\$99,255</u> |

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

APPENDIX A-2 SUPPLEMENT SCHEDULE

~~2018-19~~ ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$2,815~~2,864

Specialist: ~~\$4,317~~4,393

Doctorate: ~~\$5,693~~5,793

In order to receive credit for advanced degrees, (Masters, Specialist and Doctorate) employees must provide an official transcript of record showing the award of the earned degree to Employment Services.

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

Appendix C

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DISTRICT PROPOSAL #2 (2019-20)

Insurance Benefits

November 8, 2019

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.
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.

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

| 2018-19 2019-20 Health Insurance Plans | | | | | |
|--------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| Plan A (Local Plus Network) | | Plan B (Open Access Plus HRA) | | Plan C (OAPIN) | |
| No premium cost for Employee Only Coverage (full-time) | | PPO Like: Open Access Plus HRA (In and Out of Network) | | Employee Paid Premium \$18.64/paycheck, \$373/year | |
| | | In-Network Benefits | | | |
| Out of Pocket Maximums | Medical: Family | | Medical: Family | | Medical: Family |
| | \$5,000/\$10,000 Individual/\$10,000/\$20,000 Family | | \$4,500/\$9,000 Individual/\$9,000/\$18,000 Family | | \$4,500/\$9,000 Individual/\$9,000/\$18,000 Family |
| | Pharmacy: \$1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family |
| | Behavioral Health: \$500 Individual/\$500 Family | | Behavioral Health: \$500 Individual/\$1,000 Family | | Behavioral Health: \$500 Individual/\$1,000 Family |
| Deductibles | \$250 Individual/\$500 Family | In-Network Deductibles | \$2,000 Individual/\$1,000 Family | Deductibles | \$100 Individual/\$200 Family |
| | | 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 | | |

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

- * 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 | 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) | \$20 | \$30 | \$25 |

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

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| Specialist | \$35 | \$65 | \$45 |
| Specialist CCN* | N/A | \$45 | N/A |

* Cigna Care Network Specialist

5. For plan year ~~2017-2018~~~~2018-2019~~2019-20 the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a \$40 charge for formulary drugs for a 30-day supply; and a \$75 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 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 ~~2017-2018~~~~2018-2019~~2019-20 the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$40 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$75 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 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 Plan A and C - \$300
 - PPO-like products Plan B \$300 plus co-insurance

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

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.

9. Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.
 - HMO-like products Plan A and C : \$100
 - PPO-like products Plan B: \$100 plus co-insurance
- C. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- D. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- E. 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.
- F. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- G. 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.
- 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.

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

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.
 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. Beginning plan year ~~2017-2018~~2018-2019, 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 HIPPA regulations. Incentives shall be negotiated through the bargaining process.

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

- 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 ~~after any applicable deductibles~~.

DRAFT

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DISTRICT PROPOSAL #2 (~~Amended 2020-21~~)

Insurance Benefits

~~October 23, 2019~~ November 8, 2019

APPENDIX C

HEALTH INSURANCE COVERAGE

~~All Plan Design and Premium Changes Effective March 1, 2020~~

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

| 2018-2019 <u>2019-2020</u> 2020-21 Health Insurance Plans | | | | | |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Plan A (Local Plus Network) | | Plan B (Open Access Plus HRA) | | Plan C (OAPIN) | |
| No premium cost for Employee Only Coverage (full-time) | | PPO Like: Open Access Plus HRA (In and Out of Network) | | Employee Paid Premium \$18,642.26 /paycheck, <u>\$373.25</u> /year | |
| | | In-Network Benefits | | | |
| Out of Pocket Maximums | Medical: \$5,000 <u>\$5,500</u> Individual/ \$10,000 <u>\$11,000</u> Family | Out of Pocket Maximums | Medical: \$4,500 <u>\$5,500</u> Individual/ \$9,000 <u>\$11,000</u> Family | Out of Pocket Maximums | Medical: \$4,500 <u>\$5,500</u> Individual/ \$9,000 <u>\$11,000</u> Family |
| | Pharmacy: \$1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family |
| | Behavioral Health: \$500 Individual/\$500 Family | | Behavioral Health: \$500 Individual/\$1,000 Family | | Behavioral Health: \$500 Individual/\$1,000 Family |
| Deductibles | \$250 <u>300</u> Individual/ \$500 <u>600</u> Family | In-Network Deductibles | \$2,000 Individual/ \$1,000 <u>4,000</u> Family | Deductibles | \$100 <u>250</u> Individual/ \$200 <u>500</u> Family |
| | | Out of Network Coverage | | | |
| | | Out of Network Deductibles | Medical: \$3,000 Individual/\$6,000 Family | | |
| | | | Medical: \$9,000 Individual/\$18,000 Family | | |

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| | | | |
|--|-------------------------|---------------------|--|
| | Out of Network Maximums | Pharmacy: Unlimited | |
|--|-------------------------|---------------------|--|

- * 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 | 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) | \$ 20 <u>35</u> | \$30 | \$ 25 <u>30</u> |
| Specialist | \$ 35 <u>55</u> | \$65 | \$ 45 <u>55</u> |
| Specialist CCN* | N/A | \$45 | N/A |

* Cigna Care Network Specialist

5. For plan year ~~2018-2019~~ ~~2019-2020~~ 2020-2021 the PPO-like, Plan B: Open Access Plus HRA In and Out-of-Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a \$~~7~~ 9 charge for generic drugs for a 30-day supply; a \$~~40~~ 55 charge for formulary drugs for a 30-day supply; and a \$~~75~~ 90 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 charge for a 30-day

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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 ~~2018-2019~~ 2019-2020-2021 the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a ~~\$79~~ charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$40~~ 55 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$75~~ 90 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 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 Plan A and C - ~~\$300~~ 400
 - PPO-like products Plan B ~~\$300~~ 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.

9. ~~Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room.~~ Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.

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- ~~HMO-like products Plan A and C: \$100~~
- ~~PPO-like products Plan B: \$100 plus co-insurance~~

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

- CB. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- DC. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- ED. 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.
- FE. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- GF. 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.
- 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

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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.
 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. ~~Beginning plan year 2018-2019, a~~ A disability program providing an eligible benefit (based on the teacher's annual salary) not to exceed \$1,500 per month and vision insurance.

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- 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 HIPPA 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.

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Appendix D

Article XV WORK YEAR

A. Ten-month employees shall have ~~196~~ 197 duty days of which 180 shall include student contact. Eleven-month employees shall have ~~216~~ 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 ~~CB~~, which is hereby incorporated into and made a part of this Contract.

B. The 10-month calendar shall include the following:

1. ~~Five~~ 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. The first day of pre-planning shall commence on a Monday.
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. Early Release Days – Early release days for students will be scheduled as follows:

1. Early release days may only be scheduled on Wednesdays. A schedule detailing early release days will be provided prior to the start of each school year. The schedule must identify no more than three specific Wednesdays in which early release days will not be scheduled as a result of testing, substantially related accountability, and/or instructional purposes. In the event more than three Wednesdays are necessary in order to comply with

~~**assessment requirements, the District and OCCTA shall work together to arrive at a mutually acceptable agreement that provides sufficient days to comply with assessment requirements. The District and OCCTA will meet two weeks before the schedule of early release days is finalized to discuss the schedule and to allow OCCTA an opportunity to review it and make recommendations.**~~

2. 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 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.

~~**3. Except as stated herein, all early release time shall be utilized at the discretion of the teacher to perform their job responsibilities including, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. Additionally, the District or school level administrators shall be permitted to schedule meetings and/or in-service activities during release time on up to eight (8) early release days each school year, so long as the faculty is informed of such meetings or in-service activities during pre-planning and is given two weeks' notice of any changes. With the understanding that teachers are an important part of the process, principals will seek input from faculty in order to customize the delivery of training.**~~

D. 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.

E. 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.

F. 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.

G. 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.

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

I. 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 2014-15 school year, JROTC teachers shall work 196 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, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.
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. ~~If a K-12 course is offered during the summer session, the position(s) shall first be offered to a teacher who taught that course during the regular school year, provided that teacher has an Effective or Highly Effective Instructional Practice Score and has been reappointed for the upcoming 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.

10. 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: 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.

11. Student contact time per day shall not exceed six hours and 15 minutes excluding passing time.

12. Employees may take 22-minute breaks at their discretion, with the approval of the administrator.

13. The on-site planning period shall be at least 30 minutes per day.

14. Employees shall be paid at their hourly rate of pay.

15. Sick leave shall be prorated on a 9.35 hour day

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Appendix E

**AMENDED COMPREHENSIVE PACKAGE PROPOSAL
DISTRICT COUNTER PROPOSAL
TO UNION #10
November 8, 2019**

APPENDIX B

PAID HOLIDAYS and ADDITIONAL VACATION DAYS

~~2017-18, 2018-19~~

**TEN AND ELEVEN MONTH
EMPLOYEES**

| Holiday |
|----------------------------|
| Labor Day |
| Thanksgiving |
| New Year's Day |
| Martin Luther King Jr. Day |
| Memorial Day |

TWELVE MONTH EMPLOYEES:

| Holiday |
|-----------------------|
| Independence Day |
| Labor Day |
| Thanksgiving Holidays |
| Winter Holidays |

SCHOOL PSYCHOLOGISTS:

| <u>Holiday</u> |
|-----------------------------------|
| <u>Independence Day</u> |
| <u>Labor Day</u> |
| <u>Thanksgiving Holidays</u> |
| <u>New Year's Day</u> |
| <u>Martin Luther King Jr. Day</u> |
| <u>Memorial Day *</u> |

* Additional Paid Day Off

ADDITIONAL VACATION DAYS FOR TWELVE MONTH EMPLOYEES

| |
|-----------------------------|
| New Year's Day |
| Martin Luther King, Jr. Day |
| Memorial Day |

If a holiday or paid day off occurs on a Saturday, employees will celebrate the holiday on the Friday immediately before the Saturday holiday. If a holiday or paid day off occurs on a Sunday, employees will celebrate the holiday on the Monday immediately following the Sunday holiday. If a two-day holiday or paid day off occurs on a Saturday and a Sunday, the employee will celebrate the holidays on both the Friday immediately before and the Monday immediately following the Saturday/Sunday holidays.

Note: The 2019-20 annual salary for school psychologists will remain the same as the annual salary for 2018-19 after adding the applicable salary increases awarded to all instructional employees.

Appendix F

ARTICLE X EVALUATION

A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statue and State Board Rule regarding the evaluation of the performance of instructional personnel. Evaluations shall be based on a combination of the Instructional Practice Score (observable) and Student Growth to create a Summative Rating (final outcome).

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required but may opt to complete Deliberate Practice.

2. Procedures for evaluation shall be as set forth in this Article. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations and evaluations and Deliberate Practice. The manual shall be incorporated into and made part of this contract. This manual shall be available online to all teachers.

3. The District shall provide professional development for all aspects of the evaluation process.

4. Evaluation Due dates: When the actual day of the due dates listed within this article fall on a weekend or non-duty day, the due date shall be the next scheduled duty day.

B. A teacher shall be placed in one of the following categories.

1. Category I: Teachers who are in their first, second or third year of teaching and are new to the profession.

2. Category 2A: Teachers who are in at least their fourth year of teaching.

3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their

previous assignment or assigned to teach at a school with a different population of students from their previous assignment.

- a. If the teacher meets one of the requirements for Category 2B, the teacher may request that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category.
 - b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.
 - c. Teachers who have an Instructional Practice score of 1.5 to 2.3 shall be placed in Category 2B for the subsequent school year.
4. Category 3: Teachers who have been determined to be less than Effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's Student Growth model. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.
- a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.
 - b. The number of required observations for a Professional Improvement Plan (PIP) is three (3) Formal observations and seven (7) Informal observations.
 - c. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to his/her original category.
 - d. Informal observations of teachers on a PIP may begin after the first fifteen (15) duty days.

- e. The timelines for completing or responding to a PIP may be extended by mutual agreement.
 - f. The required observations for a PIP may extend past the May 1 evaluation deadline.
5. Teachers who taught eighty (80) student days or less between the first student day and May 1 will be assigned Category 4. Teachers in this category shall not be required to complete the Deliberate Practice.

C. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. General Provisions:

- a. There shall be two types of evaluative observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least fifteen (15) duty days before any formal or informal observation is conducted.
- b. Informal observations may be conducted but shall not be counted on the student contact day immediately before Thanksgiving Break, as well as the student contact days immediately before and after Winter Break and Spring Break. These informal observations may be counted toward evaluation with mutual written agreement.
- c. Any Informal or Formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.
- d. Category 2A teachers shall have at least one observation (Formal or Informal) documented by November 15 and a second observation (Formal or Informal) documented by March 1.
- e. A list of trained teacher observers shall be made available on line.
https://ocps.net/departments/professional_development_services/evaluation_systems/district_trained_observers_list/

f. Observations made after May 1 to the end of the school year shall be documented but not used to calculate the Instructional Practice Score.

g. Teachers shall be provided a signed copy of their Survey 2 and 3 class rosters within ten (10) duty days of signing.

h. Each teacher shall be notified by email regarding which assessment(s) will be used to measure their student data portion of their Summative Evaluation prior to the end of pre-planning each school year. Cut scores will be bargained for teacher evaluations.

i. If more than two observers are conducting an observation of a teacher, there must be mutual agreement as to whether that observation is to count towards a teacher's Status Score.

j. For rating(s) lower than Applying, administrators must provide comments to describe such ratings. Teachers have the right to request a conference to discuss these rating(s).

2. Non-Evaluative Coaching Observations

Non-evaluative coaching observations are unscheduled observations which will only be available for viewing to the teacher and the teacher's observer. It is not a part of the evaluation scoring process. There shall be no maximum number of coaching observations throughout the school year. A coaching observation shall be conducted prior to the first observation (formal or informal) and shall serve as the Practice Observation. The purpose of a coaching observation is to look for evidence of implementation of professional development, provide actionable feedback while identifying predominant practices for effective instruction.

3. Provisions for Informal Observations:

a. The evaluating administrator shall indicate to the teacher when s/he is performing an Informal observation prior to beginning the observation.

b. The number of Informal observations required for each category is:

- Category 1 and 2B: Four observations, two in the first semester and two in the second semester
 - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only two observations are required. ○ Category 2A: Two observations
 - An additional Informal observation may be conducted each semester upon mutual agreement between the teacher and the evaluating administrator. The teacher must request the additional Informal observation for the first semester by December 1 and for the second semester by April 1. ○ If a teacher exceeds the required number of Informal observations, the lowest observation shall be dropped.
- c. A new Domain 1 observation cannot be performed and scored until feedback has been posted for the prior Domain 1 observation, unless the parties agree otherwise.
- d. Teachers may request an additional informal observation to be completed by another trained administrator. This additional observation shall be calculated in the Instructional Practice Score and/or Deliberate Practice Score as provided elsewhere in this contract.
- e. Audio visual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for Informal observations shall be permitted upon a signed mutual agreement.
- f. An Informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.

4. Provisions for Formal Observations

- a. The number of Formal observations required for each category is:
- Category 1 and 2B: 2 observations, one in the first semester and one in the second semester
 - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only one observation is required. ○ Category 2A: 1 observation

- b. Each teacher shall be advised as to who will observe him/her prior to any Formal observation. Formal observations shall be completed by administrators only. Each Formal observation shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator. The planning conference shall occur one to five duty days prior to the formal observation and the reflection conference shall occur one to five days after the formal observation except by written mutual agreement.
 - c. A teacher shall receive a change in the date or time of a Formal observation upon request.
 - d. If a Formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The Formal observation shall be rescheduled at a mutually agreeable time.
 - e. In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the Formal observation may be extended. This shall not extend the time for notice of non-reappointment.
5. Domain 4: All Category 2A teachers will receive one non-evaluative observation and one evaluative observation for Domain 4. The non-evaluative observation will be conducted by the end of the first semester. Category 2B and Category 1 teachers will receive two evaluative observations for Domain 4.
- a. **The evaluative observation for the second semester shall be completed no later than April 15.**

D. Provisions for Deliberate Practice

- 1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute.
- 2. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score.
- 3. The highest Deliberate Practice rating for the targeted element from any observation will be averaged with ratings for elements “Developing a Written Growth and Development Plan” and “Monitoring a Written Growth and Development Plan” of Domain 3 to determine the overall

Deliberate Practice score.

4. The following scoring method shall be used to determine the Deliberate Practice Score:

- Innovating = +.4
- Applying = +.3
- Developing = +.2
- Beginning = +.1
- Not Using = -.1

The scores above shall be used in the Deliberate Practice formula referenced in Section D.2. Prior to receiving the overall Deliberate Practice score, instructional personnel must complete the Deliberate Practice Plan with three pieces of evidence documented. The deadline for completing the Deliberate Practice Plan is April 1. An overall 'Not Using' score will only be given to teachers who do not complete all three components of the Deliberate Practice Plan. Deliberate Practice observations may be conducted until the May 1 deadline.

5. The orientation for Deliberate Practice shall be provided by Professional Development Services.

6. The teacher shall complete a self-evaluation in iObservation in order to choose the element of focus for their Deliberate Practice plan. The self-evaluation shall remain private.

7. The teacher shall submit a plan within the teacher's first forty-five (45) duty days.

8. The administrator shall provide feedback to the plan within ten (10) duty days of submission. The teacher shall have ten (10) duty days to resubmit the plan if needed. The element

"Developing a Written Growth and Development Plan of Domain 3 shall be rated by the administrator at that time.

9. Teachers shall receive support and actionable feedback from their evaluating administrator throughout the Deliberate Practice process.
10. Administrators are encouraged to provide coverage for teachers who may choose to observe fellow teachers.
11. The selected element may be scored more than once by an evaluating administrator during an Informal or Formal observation, however, only the highest rating shall be counted towards the overall Deliberate Practice score.
12. When teachers have received all required observations and have requested the optional additional observations, a specific observation shall be conducted for the express purpose of scoring the selected Deliberate Practice element. The evaluating administrator shall only score the selected Deliberate Practice element. No other elements will be scored during this additional observation.
13. Teachers shall be able to request one additional observation to score their selected Deliberate Practice element. No other elements are to be scored. Teachers must request this additional Deliberate Practice observation by April 1.
14. Administrators shall score the Monitoring Progress Relative to the Professional Growth and Development Plan element of Domain 3 by April 15.
15. Teachers on temporary contract are not required but may opt to complete the Deliberate Practice.
16. Deliberate Practice provisions may be reopened by either party each year.

E. The Instructional Practice Score of a teacher's performance shall be made in accordance with the following provisions:

1. The Instructional Practice Score of a teacher's performance is the responsibility of the administrator.

2. The Instructional Practice report shall be finalized by May 1 of each year.
3. If due to procedural violations, the teacher fails to receive the minimum number of observations for their Instructional Practice Score report by the May 1st deadline, then their Instructional Practice score rating shall be reported as a minimum of “Effective.”.
4. Teachers shall receive an email notification of their Instructional Practice Score report no later than May 1. The teacher shall have until June 1 to respond in writing in the comment section on their summary page in iObservation. The report must be electronically signed or signed in writing by the teacher; however, signature does not necessarily imply agreement with the evaluation.
5. A copy of each teacher’s Instructional Practice Score report shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.
6. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary Contract teachers recommended for reappointment.

F. Student Learning Growth Cut Scores

1. The student learning growth portion of the evaluation will be one-third of the final summative evaluation for all instructional employees. The instructional practices portion of the evaluation to include the deliberate practice element will constitute the other two-thirds of the final summative evaluation.
2. All instructional personnel will receive student learning growth scores through local student learning growth models. For these student learning growth scores, standard errors will be used along with the value-added score to ensure a higher degree of confidence in assigning rating categories. This method will be used for each assessment to determine course, school, district or any other growth scores. The rating categories will be collaboratively agreed upon and are set as follows:

- a. Highly Effective: A highly effective rating is demonstrated by a value-added score of greater than zero (0), where all of the scores contained within the associated 99- percent confidence interval also lie above zero (0)
 - b. Effective: An effective rating is demonstrated by a value-added score of zero (0); or a value-added score of greater than zero (0), where some portion of the range of scores associated with a 99-percent confidence interval lies at or below zero (0); or a value-added score of less than zero (0), where some portion of the range of scores associated with both the 95-percent and the 99-percent confidence interval lies at or above zero (0)
 - c. Needs Improvement or Developing if the teacher has been teaching for fewer than three (3) years: A needs improvement or developing rating is demonstrated by a value-added score that is less than zero (0), where the entire 95-percent confidence interval falls below zero (0), but where a portion of the 99-percent confidence interval lies above zero (0).
 - d. Unsatisfactory: An unsatisfactory rating is demonstrated by a value-added score of less than zero (0), where all of the scores contained within the 99-percent confidence interval also lie below zero (0).
3. When a particular assessment does not meet requirements for the calculation of a local student learning growth score, the results for the assessment shall be combined into the overall student learning growth score as “Effective”. Multiple pieces of student learning growth will be weighted based on the number of students included.

G. Evaluation Rating Ranges

1. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows.

Highly Effective: 3.3 to 4.0 Effective: 2.4 to 3.2 Needs Improvement/Developing: 1.5 to 2.3 Unsatisfactory: 1.0 to 1.4 If the Status Score and the Deliberate Practice score exceeds a 4.0 rating, the teacher shall receive full value.

2. Student Learning Growth Score – The four evaluation ratings are specified as follows:

Highly Effective: 4.00 Effective: 3.29 Needs

Improvement/Developing: 2.39
Unsatisfactory: 1.49

H. Summative Evaluation Rating

1. If the Student Growth Score causes the Summative Evaluation rating to drop below the Instructional Practice rating or the Summative Evaluation rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing and publishing the Summative Evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. The report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation.
2. In unusual circumstances such as the extended illness of a teacher, a copy of the Summative Evaluation report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.
3. A PSC/CC teacher receiving a Summative Evaluation rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.
4. Other than procedural error and Domain 4 rating(s) the evaluation process or non-renewal of a teacher for competency shall not be subject to the grievance or arbitration process.

I. The evaluation procedures as set forth above, where applicable, shall apply to registered nurses.

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

1. Substantive changes to the Instructional Personnel Evaluation Manual shall reflect new contractual language agreements in this article. The Evaluation Committee is charged with aligning those contractual language changes to the Instructional Personnel Evaluation Manual.
2. The Evaluation Committee shall also provide oversight of all planning development and

implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

~~**3. The Classroom Teachers Association Evaluation Committee members who are active OCPS employees shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development.**~~

~~**4. Classrooms Teachers Association staff members who are not active OCPS employees will have the opportunity to receive Instructional Framework Observer Training or Instructional Framework Observer Recertification Training from a member of the Professional Learning Department staff that is not paid through state or federal grant funds.**~~

3. The Classroom Teachers Association Evaluation Committee members, the CTA President, and OCCTA staff members shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development delivered by a member of the Professional Learning Department staff.

K.Appeals

1. An employee may elect to appeal a procedural concern ~~**and/or Domain 4 rating(s)**~~ to the supervising administrator. If the issue is unresolved, the employee may elect to appeal any unresolved procedural issue(s) ~~**and/or Domain 4 rating(s)**~~ through either the Appeals Committee or the grievance/arbitration procedure – but not both. Instructional Practice appeals shall be submitted by an instructional employee by June 15, Student Learning Growth appeals shall be submitted by an instructional employee within thirty (30) duty days of receiving the Student Learning Growth score.

2. If it has been determined that there was a procedural error in an instructional employee's status score, then the following formula shall be used to report the revised score:

- If the Status Score is between 1.0 and 2.9, and there is a procedural error, the Status Score shall be a 3.0 Effective.

- If the Status Score is higher than a 3.0, and there is a procedural error, the Status Score shall be a 3.3 Highly Effective
- If it has been determined that there was a procedural error in an instructional employee's Deliberate Practice Score, then the revised score shall be .3 Applying and shall be added to the Status Score.

3. If it has been determined that there was a procedural error in an instructional employee's Student Learning Growth Score the following formula shall be used to report the revised score:

- If the Student Learning Growth Score is a 1.49 or a 2.39, and there is a procedural error, the Student Learning Growth Score shall be a 3.29 Effective.
- If the Student Learning Growth Score is a 3.29, and there is a procedural error, the Student Learning Growth Score shall be a 4.0 Highly Effective.

4. In the event the Appeals Committee decision results in a tie, the parties agree that the CTA President or designee and the Senior Executive Director of Human Resources or designee will meet to investigate, review and, if necessary, conduct a discussion with all parties involved, with the intent to resolve the appeal. This will occur no later than thirty (30) days from the notification of the Appeals Committee decision. Decisions of the CTA President and Senior Executive Director will be final and binding for all parties.

5. In the event the CTA President and Senior Executive Director of Human Resources are unable to resolve the matter, the appeal may be filed directly to Step 3 as defined in Article III, Grievance Procedures, including mediation and arbitration, if necessary. If there is a tie in the appeals process, then the appellant may opt to file a grievance. Since the grievance arises as the result of a condition which the appeals committee is without jurisdiction to resolve, the grievance shall be filed directly to the Professional Standards Department, and placed at Step III of the grievance process and a meeting shall be held in an effort to resolve the matter, as provided for in Section C.3. of this article. Prior to scheduling the meeting, the written grievance shall be provided to the Professional Standards Department, with a copy to the Association. If the grievant/Association is not satisfied with the disposition of the grievance from

~~the District level hearing, the grievance may be referred to mediation. If resolution is not reached through mediation or mediation is bypassed, the grievance may be submitted to arbitration.~~

Appendix G

ARTICLE IV

ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall be permitted to meet with employees, subject to the following:

1. The representative(s) shall check in and out at the work location upon arrival and departure.
2. Visits with employees at their work location shall not be permitted during student contact time or during a period of assigned duty. Visits with individual teachers shall not require prior notice.
3. The administrator will facilitate the visit by assigning a reasonable location for the Association representative to confer with employees. The location should provide a reasonable degree of privacy so that the union and employee(s) may speak confidentially. Further, when reasonably possible such location should not be adjacent to the administration offices.
4. Upon request, the representative(s) shall have his/her presence announced by the posting of a notice and/or over the intercom system, outside the student day. Such announcement shall include the location and time of the visit, and may be made by either the administrator or the site Association representative.
5. The Association, with the administrator's consent, shall be permitted to use a work location's facilities for holding meetings which include employees from other work locations, provided such meetings are held outside the employee duty day and the Association bears the actual cost of such meetings at the lowest cost category.
6. At the beginning of each school year, the Association will be provided a mutually agreeable time on the agenda during the district-wide orientation to speak to new employees.
- 7. If new employee orientation(s) are held during the school year, the Association will be notified at least two (2) weeks prior to the opening session(s) of the orientation(s). Subsequently, the District will receive notification from the Association one (1) week prior with their intent to attend the orientation session. The CTA President/designee will be given the same opportunity to speak to new employees as at the district- wide orientation.**

~~8. If any new employee orientations are held during the school year, CTA will be given notice at least 5 days prior to the new employee orientation and the CTA President or the President's designee will be listed on the agenda to address the new employees for 30 minutes.~~

B. Site Association Representatives

1. Upon conclusion of any faculty meeting, the site Association Representative shall be given the opportunity to make announcements relating to Association business. Continued attendance by employees shall be voluntary. Once a month the site Association Representative(s) shall be given the opportunity to hold a meeting during non-student contact time of all instructional personnel at a school site to make announcements relating to Association business. Attendance by employees shall be voluntary. The site Association Representative(s) shall be given an opportunity to send an Association-approved email message related to Association business to all instructional personnel at a school site.
2. The site Association Representative may use the work location's facilities for the purpose of conducting professional meetings during non-student contact times. Such meetings shall be arranged in advance with the administrator and shall not be unreasonably denied.
3. When the site Association Representatives are either involuntary transferred, or have grade/subject assignment changes and room changes on the work location's campus, the transfer or changes, shall be reviewed by the CTA President and the Superintendent or their designee. The site Association representative must request such a review in writing, and submit the request to the Association within ten (10) days of the transfer or change.
4. The Association will provide each site administrator the name of the CTA Association Representative at his/her school within six weeks of the beginning of each school year. Notification will be given of any changes throughout the year.
5. The Association shall provide and maintain a current list of site Associations Representatives and provide such a list and updates to Employee Relations.
6. The site Association Representative and the Administrator may meet monthly to discuss implementation of the contract and issued within the work location.

C. When a PERC sanctioned representation challenge occurs, the challenging organization shall be

granted no greater access rights than the Association.

D. Communications

1. The Association shall have the exclusive right to bulletin board space of at least nine square feet for the purpose of posting materials related to Association business, such as newsletters, Association programs, training, meeting notices and committee reports.

a. The Association may, at its own expense, provide an additional bulletin board for its exclusive use subject to the provisions contained in this Section.

b. The bulletin board space shall be located in an area mutually determined by the administrator and the site Association representative. The President/designee shall have input into the decision.

c. Only the Association Representative or his/her designee may post or remove information on the bulletin board space.

2. The Association shall be permitted to use the courier service for maintenance of this Contract, subject to the following:

a. The Association office shall be placed on a service route for pickup and delivery, subject to the rules and regulations of the courier office.

b. The Association shall not use the courier for distribution of materials/communications derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Association may send out flyers on behalf of each candidate for the Association office.

c. An average of one bulk mailing per week may be sent. Bulk mailings may be spot-checked for compliance with the above sections. Mailings not in compliance may be returned to the Association.

- d. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by the Association's use of the courier. If the Board is notified officially of any such potential liability, the courier service shall be suspended until such time the matter may be resolved.
 - e. If the Association fails to comply with these provisions, the use of the courier may be suspended upon written notification. Any request for reinstatement of the courier shall be presented by the Association to the Board at a regularly scheduled meeting of the Board.
3. The Association will be permitted to use employee worksite and electronic mailboxes (email). However, the District may deny permission for the Association to use the District's email system if it fails to comply with the provisions of this Section or Section D.4. of Article IV.
 4. The Superintendent or designee shall receive a copy of all materials/communications to be distributed district-wide, either through the courier or through email, at least one business day prior to distribution. This shall include Association approved email messages distributed through site association representative(s). The administrator shall receive a copy of all materials/communications to be distributed in the school. When the Association disseminates information without utilizing any District resources such as mailbox, email or courier, the Association is not required to produce a copy to any administrator. Emails that are notices for Association meetings at the Association's office do not have to be sent to the District.

E. Association Leave

1. The Superintendent will recommend and the Board will approve, the duly elected president of the Association, a leave of absence to serve as the CTA president for the term of his/her presidency. The district will serve as the fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges by placing the president in an assigned department for payroll purposes only. The Association shall reimburse the Board 100% of any and all sums paid to or on behalf of said president. The Association agrees to hold harmless the School Board for all claims that arise from actions that occur while the CTA president serves in office. Optional insurance coverage may be continued by paying the premiums due during the approved leave of absence. The bill for the optional insurance coverage will be sent directly to the president to continue the insurance plans.

The president shall return to the school previously assigned at the end of the term of his/her presidency. The president shall not earn annual leave, nor be covered by the Board's Workers'

Compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president and seniority shall be accrued during said leave.

The president may transfer any unused sick leave days accrued as president, provided daily attendance is documented by the CTA president during the period served as president. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately.

For evaluation purposes, the President shall be classified as Category 4 during the years served in office. However, during the first year in office, any salary increases based on the previous year's evaluation scores shall be applied to his/her salary. In subsequent years, while the president is classified as a Category 4 s/he shall receive increases designated as an across the board raise.

2. The Association shall be granted 2% of membership but not less than 105 days of leave per fiscal year for use by its members. No one employee may use more than five of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent.

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 members and CBLT Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

F. Information

1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present. Copies of said materials, if requested, shall be provided at cost, or as specified elsewhere in this Contract.

2. A monthly listing of all employees new to the District shall be provided at no cost per the Association's specifications, provided such is available in the format requested.

3. The parties agree to explore the use of electronic media as a means of improving communications.

4. The Association shall be provided a copy of each Board agenda packet at the time of distribution to the Board. An effort shall be made to notify the Association regarding any new item added to the agenda which directly impacts the employees and the Association.

5. The Association shall receive a copy of all materials for general distribution which pertain to employees and to this agreement. Confidential items related to collective bargaining are exempt from this provision. In addition, the Association shall receive copies of all Board publications and an official copy of School Board policies and any revisions of such.

6. Rules and procedures outlined in school handbooks shall not violate board policies or provisions in this contract. When requested to sign the handbook, the signature of the teacher indicates receipt and review of the handbook.

G. The Superintendent and the Association president shall meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.

H. The Association shall be notified and allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda for comment, and supplied copies of materials distributed to the trustees.

I. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.

J. The Association shall have the opportunity to provide input prior to any recommended revisions of the district grading policy, attendance policy, and/or Code of Student Conduct.

K. Mutual Agreements

1. Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B. If the Board anticipates scheduling the end of the first semester at any time other than at the end of Winter Holiday, and/or scheduling the Spring Holiday at any time other than between the third and fourth marking periods, the parties shall meet for the purpose of impact bargaining such change(s).

2. No changes shall be made in the Supplement Handbook without the two parties meeting to

negotiate the changes.

3. The parties agree that selected forms, which are identified in this Contract and required for its maintenance, shall be agreed to and attached to a memorandum of understanding.

L. The District agrees to make a reasonable effort to notify the Association as soon as feasible before changing any school to or from year-round, prototype or charter school status.

M. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within 30 days of submission. The request will be judged upon its merits. Denial shall be accompanied by a written reason. Any component submitted by the Association shall be required to meet the established standards for inclusion in the District In-service Master Plan. An employee conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Schedule and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Council.

Appendix H

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

District Counter Proposal to CTA Proposal #3
Article VI.1

November 8, 2019

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 Office of Equal Employment Opportunity 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

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meeting, with notice pursuant to Section 120.595 Florida Statutes.

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.

- 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.

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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 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.

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

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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 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.

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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.

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.

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

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.**

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.
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.

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

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

~~**AA. Employees will receive replacement ID badges at no cost.**~~

Appendix I

ARTICLE VII

TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall have freedom in the implementation of the adopted curriculum, including the right to select materials and engage in classroom discussions as they relate to the subject matter being taught and the level of the student. The administrator has the right and obligation to question, consult, and direct whenever necessary.

B. A teacher may express his/her own opinions in regard to political, social, and religious issues provided that the total presentation is essentially balanced and fair. S/he shall not use his/her professional contacts with students to impose upon them his/her personal convictions or those of any other individual or group.

C. Teachers shall be responsible for determining students' grades and promotions pursuant to district-wide policies. Any administrative change in a grade or promotion shall not be made without attempting prior consultation with the teacher. If such a change is necessary, the administrator shall initial the change on the student's permanent record and indicate if the change was made without the teacher's agreement.

D. Teachers shall assist in the selection of instructional materials both on a District-wide and school-wide basis. A teacher shall not be held responsible for the cost of any instructional material a student has lost, destroyed or damaged.

1. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. A teacher shall be provided with a copy of the textbook, teacher guide and activity manual and, to the extent feasible, any supplemental materials which are used in each of the courses s/he teaches.

2. A teacher may purchase materials and supplies with school-based funds for school use with the prior approval of the administrator.

E. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.

1. During preplanning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and current Student Referral form

and any additional disciplinary plan and forms referenced in the plan which may have been developed for his/her school.

2. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher within five (5) duty days, and the status of the referral shall be provided upon request.

3. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.

4. In Accordance with F.S. 1003.32 (4) a teacher may suspend a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action. The teacher shall be notified of the disposition within five (5) duty days.

5. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (4), (5), (6). The Placement Review Committee shall include the following: Two teachers, one elected by the faculty and one appointed by the teacher referring the student to the Committee and one member from the school's staff who is selected by the principal. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.

6. Upon re-entry to school, an expelled student whose conflict was with a teacher shall not be returned to that teacher's class, except under unusual circumstances.

F. Teachers may not release students to non-school personnel including parents, without authorization from the administrator. If the teacher makes a reasonable effort to prevent an unauthorized removal of a student s/he shall not be subject to disciplinary action.

G. A teacher shall report to the administrator any student s/he believes has a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until

they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.

H. After assigning a teacher to teach in a re-locatable classroom and prior to the first class session, the Board shall furnish that re-locatable classroom with standard features of a permanent classroom. Such features shall include chalkboards/dry erase boards, proper lighting, climate control, desk for both students and teacher, and other equipment that a teacher might reasonably expect in a permanent classroom to aid in the performance of his/her duties.

I. Both parties agree that interruptions of the instructional period are sometimes necessary, but the administrator will attempt to keep such interruptions to a minimum. However, no visitations to a teacher's class except by school system personnel shall be allowed until the teacher has been notified of the visit and purpose in advance. If the visitor(s) might be subjected to a safety hazard, access shall not be permitted without approval of the administrator and notification of the teacher in advance of the visit.

Parents/patron visitations shall be scheduled at mutually agreeable times between the parent/patron and teacher subject to prior approval of the principal.

J Any openings in the administrative pool shall be posted. Such postings shall include information describing the application process and be far enough in advance to allow for the completion of that process.

K. The Board may provide garments for special subject teachers such as shop and art. The Board shall provide without cost to the teacher such special clothing, equipment and devices as may be required by State Board of Education Rules and Florida Statutes.

L. Teachers shall be expected to dress in a manner which is professional and appropriate to their work assignments.

M. Teacher complaints of misconduct by administrators shall be investigated by ~~Employee Relations~~ Professional Standards. ~~If t~~~~The investigation shall not~~ exceeds thirty (30) calendar days from the date ~~that~~ all material allegations ~~of misconduct~~ are received, ~~the Employee Relations Professional Standards~~ office shall provide the Association with an update and every thirty (30) days thereafter until completed. Employee Relations Professional Standards will provide the Association and the complainant(s) with a written report stating the outcome of the findings of the investigation within ten (10) duty days after the investigation has been completed.

N. Instructional personnel who receive communication after the contracted work day will have forty-

eight (48) hours to respond beginning with the next contracted work day.

O. A teacher may make arrangements with another teacher to cover his/her class in situations where the teacher will be out for less than two hours during the student day upon approval of the administrator.

~~P. Bargaining unit members are not authorized to discipline, direct, evaluate or supervise any other bargaining unit member.~~

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, 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.
- 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 have a person sent without delay to relieve them 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 and high school 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. **Common planning time shall be limited to once a**

~~**week except for Corrective and STO (School Transformation Office) schools who may have common planning twice a week.**~~

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.

~~**Common planning time shall be defined as any group meeting which teachers are required to attend.**~~

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.
- D. Media centers in all schools shall observe a flexible schedule.
- 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 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.
- 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
 - 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 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, ~~S~~scheduled faculty meetings activities during preplanning will be reasonable in length 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.

Appendix K

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CO-CURRICULAR

Fine Arts

~~Music-Fine Arts~~ supplements are tied to regular ~~music-fine arts~~ teaching assignments, and are designed to address activities held outside of school hours.

Elementary School Fine Arts Positions

| TYPE | NUMBER OF SUPPLEMENTS |
|----------------------------------------------------------------------------------------|-----------------------|
| Music Sponsor | 1 unit per school |
| Visual Arts Sponsor (a) <u>Visual and/or Performing Arts Sponsor</u> | 1 unit per school |

(a) See qualifications below.

* Additional units may be created based upon written justification and district-level approval.

Music-Fine Arts Duties and Qualifications:

The Music Sponsor must have been appointed to a full time instructional position and must be certified in music education. The Music Sponsor is responsible for school activities including assemblies, musicals, and other performances and rehearsal beyond normal school hours, community activities including concerts and special events of importance to the community and festival activities such as Florida Music Educators Association Conference and All-State Chorus; and Orange County Public Schools Honors Music Festival.

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for school activities including such as assemblies, art shows, recitals, performances and other exhibits and art competitions beyond normal school hours.

~~*Music Fine Arts Elementary School Supplement*~~

Music Sponsor: 876

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 510

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Co-curricular

Fine Arts

Fine Arts supplements are tied to regular fine arts teaching assignments, and are designed to address activities held outside of school hours.

~~*Middle School Visual Arts Positions*~~

| TYPE | NUMBER OF SUPPLEMENTS |
|--------------------------------------------------------------------------------------------|-----------------------|
| Visual Arts Sponsor (a) <u>Visual and/or Performing Arts Sponsor</u> | 1 unit per school |

Fine Arts Duties and Qualifications

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for school activities including such as assemblies, art shows, recitals, performances and other exhibits and art competitions beyond normal school hours.

Fine Arts Middle School Supplement

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 906

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Co-Curricular

Fine Arts

Secondary fine arts supplements are tied to regular ~~music~~ teaching assignments, and are designed to address activities held outside of school hours.

High School Fine Arts Allocations

| TYPE | NUMBER OF SUPPLEMENTS |
|----------------------------------------------------------------------------------------|-----------------------------|
| Band Director | 1 unit per school |
| Associated Band Director | 1 unit per school (a) , (b) |
| Orchestra Director | 1 unit per school (a) |
| Choral Director | 1 unit per school |
| Associated Choral Director | 1 unit per school (a) , (b) |
| Visual Arts Sponsor (a) <u>Visual and/or Performing Arts Sponsor</u> | 1 unit per school (a) |

a): See qualifications

(b): Based on written justification and district approval.

* Additional units may be created based upon written justification and district-level approval.

Music Duties And Qualifications

The **Band Director** must have been appointed to a full-time instructional position and along with the **Associate Band Director** must be certified in music education, as a specialist in wind and percussion pedagogy. The Band Director is responsible for the planning, preparation, and supervision of performances conducted by the school's band. The Assistant Band Director supports the Band Director in the performance of his/her duties.

Band performances may include but are not limited to school functions such as football game performances, pep rallies, school related parades and rehearsals, community activities including parades, concerts and special events of importance to its community. Other functions include festival events sponsored by professional associations and under the auspices of the Florida School Music Association such as marching, solo and ensemble evaluation festivals, All-state Band, and All-Conference Band festivals.

The **Orchestra Director** must have been appointed to a full-time instructional position and must be certified in music education with an emphasis in string pedagogy. The Orchestra Director is responsible for preparing and presenting performances conducted by the school's orchestra.

Orchestra performances may include but are not limited to concerts, chamber ensembles, strolling strings and special events of importance to the school and community. Other functions include festival events sponsored by professional organizations under the auspices of the Florida Music Educators Association including concert festivals, solo and ensemble evaluation festivals, All-State and All-Conference Orchestra festivals and OCPS Honors Orchestra.

The **Choral Director** must have been appointed to a full-time instructional position and along with the **Associate Choral Director** must be certified in music education with an emphasis in choral music. The Choral Director is responsible for the planning, preparing and supervising performances conducted by the school's choirs and vocal ensembles. The Associate Choral Director supports the Choral Director in the performance of his/her duties.

Choral performances may include but are not limited to school assemblies, musicals and rehearsals, community concerts and special events and festival events sponsored by professional organizations under the auspices of the Florida Music Educators Association including concerts festivals, solo and ensemble evaluation festivals, All-State Choruses and the OCPS Honors Chorus.

Fine Arts supplements are tied to regular music teaching assignments, and are designed to address activities held outside of school hours.

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for

school activities ~~including~~ such as assemblies, art shows, recitals, performances and other exhibits and ~~art~~ competitions beyond normal school hours.

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 906

Appendix L

APPENDIX D SICK LEAVE BANK

The Orange County Public Schools Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.
2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.
3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.
4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB .
5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.
6. Any member who wishes to discontinue membership in the SLB may do so during any enrollment period by submitting a SLB withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB at the end of the enrollment period.

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association 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.

7. If the SLB cannot maintain a balance of at least 300 days after replenishment, it will be terminated when the total number of days has been exhausted.
8. Members shall not have to pay back in any manner the number of days used from the SLB except as outlined in the Abuse of Benefits section and the Eligibility for Benefits.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and determine the validity of claims against the SLB. The Sick Leave Bank Committee shall include health care professionals (two non-voting) from the plans in the Benefits Trust, the CTA president ~~or~~ **and** designee, the OESPA president ~~or~~ **and** designee, the ~~Orange County Service Unit Executive Director and three~~ **two** District administrators. Such determination shall be expedited in cases of extreme hardship.
 - a. Step 1: The initial decision is made by a designee(s) of the Committee and sent to the employee.
 - b. Step 2: If the claim of the member is denied, an employee may request, in writing, an appeal of the decision within five duty days of receipt of the denial. Such decisions will be appealed to the full Committee. The decision of the full Committee is final.
2. Quarterly reports of usage of the SLB shall be available to members upon request. A copy shall be provided to the Association and the Fringe Benefits Committee. The report shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 duty days of absence within a thirty duty day period.
2. Subject to Section A.7. above, a member shall draw from the SLB up to a maximum of 100 paid sick leave days per twelve-month period commencing on the first day of paid sick leave from the SLB. The lifetime maximum for any one illness, accident or injury shall be 100 days.
3. In the event a member draws a total of 100 days over any period of time from the SLB, such members shall reinstate their membership by re-establishing eligibility per section A.2.
4. Illness or conditions which were known to exist prior to an employee becoming a SLB member shall not be covered for the first twelve (12) months of membership.

5. A member shall be eligible for the use of the SLB if the member is on Workers' Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.
 6. The SLB will not provide benefits to those members having surgery which is not medically necessary as defined by the OCPS medical plans.
 7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring a pregnancy to full term.
 8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within twenty (20) workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2. above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.
 9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.
 10. The SLB shall not cover unauthorized leaves.
- D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:
1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.
 2. Any sick leave drawn from the SLB must be used for a member's personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.
 3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to rendering a decision as to the number of days to be granted.

4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the Sick Leave Bank Committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing the member shall be denied and /or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure; however, the arbitrator shall limit his decision as to whether or not the finding was justified. The decision shall not be split.
2. Proven abuse of the SLB shall result in permanent termination of membership from the SLB.
3. Alleged abuse of the SLB may be considered grounds for disciplinary action in accordance

Appendix M

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DISTRICT PROPOSAL #7 Targeted School Supplement November 8, 2019

APPENDIX A-4

TARGETED SCHOOLS SUPPLEMENT

Eligible teachers who work at schools which are on the Targeted School List (inclusive of the School Transformation Office schools and elementary and middle schools with previous school grade of an “F” or three consecutive “D’s”, and high schools with a previous grade of “F” or one “D”) will receive a bi-weekly supplement.

Teachers assigned to the Targeted Schools will receive a minimum annual supplement in the amount of \$1,500 paid bi-weekly. An additional annual amount of \$1,100 paid bi-weekly funded by Title I will also be provided.

The amounts may vary contingent on available funding and the number of Targeted Schools. In the event a school no longer qualifies for this supplement, all eligible teachers may continue to receive the supplement for one additional school year.

The current list of schools will be maintained on the OCPS Compensation and Labor Relations webpages.

2016-17 TARGETED SCHOOLS LIST

| | |
|--------------------------------|---------------------------|
| Academic Center for Excellence | Oak Ridge High |
| Catalina Elementary* | Orlo Vista Elementary |
| Eccleston Elementary | Pine Hills Elementary |
| Evans High | Positive Pathways |
| Gateway School | Ridgewood Park Elementary |
| Ivey Lane Elementary | Rock Lake Elementary |
| Jones High | Rolling Hills Elementary |
| Lake Weston Elementary* | Rosemont Elementary* |
| Lockhart Elementary* | Shingle Creek Elementary |

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

~~Meadowbrook Middle~~ _____ ~~Washington Shores Elementary~~

~~Mollie Ray Elementary~~ _____ ~~Tangelo Park Elementary*~~

~~Memorial Middle*~~ _____

~~*These six schools have been submitted for the FLDOE Phase III Plan. Funds will be awarded by October 1, 2017. If any or all of these schools are granted the award, the schools shall not be eligible for the Targeted Schools Supplement as of the date the award is granted.~~

DRAFT

Appendix N

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DISTRICT PROPOSAL #10 (Amended) Bargaining Team Members November 8, 2019

ARTICLE XXIII

DURATION

The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect, except as modified in accordance with the provisions of this Contract, through and including June 30, ~~2018~~2021.

COLLABORATIVE BARGAINING LEADERSHIP TEAM MEMBERS

| | | |
|---------------------------------|-------------------------------|---------------------------|
| Maribel Aponte | <u>Matthew Hazel</u> | <u>James Preusser</u> |
| David Azzarito | Alex Heidelberg | <u>Maribel Rigsby</u> |
| <u>Nicholas Anderson</u> | <u>Myrlene Jackson-Kimble</u> | <u>Elizabeth Silva</u> |
| Carmen Balgobin | <u>Daphne Lewis</u> | <u>Kenneth Simmons</u> |
| Rob Bixler | Allison Kirby | Kenrick Pratt |
| Leigh Ann Blackmore | <u>Josh Katz</u> | Krista Russell |
| David Cintron | Sharon Leonard | Mary Grace Surrena |
| <u>Doreen Concolino</u> | <u>Michael Marzano</u> | <u>Michelle VanderLey</u> |
| Albert Davies | Clinton McCracken | Patricia R. Walker |
| Wendy Doromal | <u>John McHale</u> | <u>Wendy Wing</u> |
| Jason Duke | <u>Phyllis Mills</u> | Tom Winters |
| Gloria Fernandez | Megan Oates | Stephanie Wyka |
| Bill Floyd | <u>Kelly Paduano</u> | Ronald Pilgrim |
| <u>Ian Gesundheit</u> | Ronald Pilgrim | Kenrick Pratt |
| Theresa Harter Miles | <u>Clay Phillips</u> | Krista Russell |
| <u>Farrah Hawkins</u> | <u>Irine Roth</u> | |

AMENDED COMPREHENSIVE PACKAGE PROPOSAL

DRAFT

Appendix O



445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

November 8, 2019

Ms. Wendy Doromal, President
Orange County Classroom Teachers Association (OCCTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: The Additional 1.5 Percent (1.5%) Average Increase to Wages in the 2019-2020 School Year

Dear Wendy:

Pursuant to our discussion on November 8, 2019, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining regarding the additional 1.5 percent (1.5%) average increase above the 4 percent (4%) average increase to the 2019-2020 salaries of instructional personnel previously offered by the District. The District and the Union acknowledge the following points:

- The additional 1.5 percent (1.5%) comes from the non-recurring 2019-20 fund balance.
- In the 2020-2021 school year budget, the additional 1.5% average increase to wages by the District will be funded through recurring, unrestricted revenues from the State, or if necessary, reductions to the operational budget.
- Both parties maintain their right to negotiate an agreement with respect to wages for the 2020-2021 school year.

Regards,

James Preusser
Senior Executive Director
Human Resources Division

Union

Date:

District

Date:

Appendix P

Article XV Work Year

Early Release Days

- 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.

Appendix Q



445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

November 8, 2019

Ms. Wendy Doromal, President
Orange County Classroom Teachers Association (OCCTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: The Additional 1.5 Percent (1.5%) Average Increase to Wages in the 2019-2020 School Year



Dear Wendy:

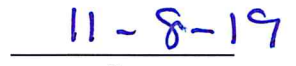
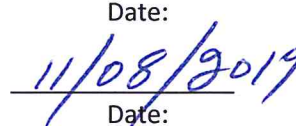
Pursuant to our discussion on November 8, 2019, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining regarding the additional 1.5 percent (1.5%) average increase above the 4 percent (4%) average increase to the 2019-2020 salaries of instructional personnel previously offered by the District. The District and the Union acknowledge the following points:

- The additional 1.5 percent (1.5%) comes from the non-recurring 2019-20 fund balance.
- In the 2020-2021 school year budget, the additional 1.5% average increase to wages by the District will be funded through recurring, unrestricted revenues from the State, or if necessary, reductions to the operational budget.
- Both parties maintain their right to negotiate an agreement with respect to wages for the 2020-2021 school year.

Regards,

James Preusser
Senior Executive Director
Human Resources Division


Union

District


Date:

Date:

TENTATIVE AGREEMENT #1 – SALARY
Article XVI, Appendices A Salary Structure for Performance Pay and A-2
Supplement Schedule
November 8, 2019

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 beginning of the current school year. For school year ~~2017-18~~ 2018-19, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.
1. There will be ~~an across-the-board increase~~ a cost of living adjustment of ~~\$550~~700 for all personnel regardless of instructional practice score.
 2. Teachers with a summative performance rating of Effective shall receive an additional ~~\$1,100~~1,400.
 3. Teachers with a summative performance rating of Highly Effective shall receive an additional ~~\$1,525~~2,100.
 4. The ~~across-the-board payment~~ 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.
- 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.
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.

TENTATIVE AGREEMENT #1 – SALARY
Article XVI, Appendices A Salary Structure for Performance Pay and A-2
Supplement Schedule
November 8, 2019

APPENDIX A

Salary Structure for Performance Pay
for All Instructional Personnel Except School Psychologists

| <u>2018-19 Open Range Schedule</u> | | |
|-------------------------------------------|-------------------------------|-------------------------------|
| | Minimum | Maximum |
| <u>Tier 1 Range</u> | <u>\$40,000-40,700</u> | <u>\$43,725-76,825</u> |
| <u>Tier 2 Range</u> | <u>\$41,630</u> | <u>\$49,585</u> |
| <u>Tier 3 Range</u> | <u>\$47,920</u> | <u>\$56,978</u> |
| <u>Tier 4 Range</u> | <u>\$55,285</u> | <u>\$74,000</u> |

- ~~Twelve month employees: Add .20 of Salary.~~
- Non Degreed Registered Nurses: 3 years of work experience shall serve in lieu of a Bachelor's Degree.
- Adjuncts/Technical Adult: Placement at Level A and based on degree or its equivalent. The degree or its vocational equivalent is as defined in Article VIII, Section ~~MI~~.
- New hires shall be placed on the schedule at the same level as teachers with comparable years of instructional experience.

Salary Structure for Performance Pay
for School Psychologists

| <u>Open Range Schedule</u> | |
|-----------------------------------|------------------------|
| <u>Minimum</u> | <u>Maximum</u> |
| <u>\$56,250</u> | <u>\$99,255</u> |

TENTATIVE AGREEMENT #1 – SALARY
Article XVI, Appendices A Salary Structure for Performance Pay and A-2
Supplement Schedule
November 8, 2019

APPENDIX A-2
SUPPLEMENT SCHEDULE

~~2018-19~~ ADVANCED DEGREES SUPPLEMENTS

Masters: \$~~2,815~~2,864

Specialist: \$~~4,317~~4,393

Doctorate: \$~~5,693~~5,793

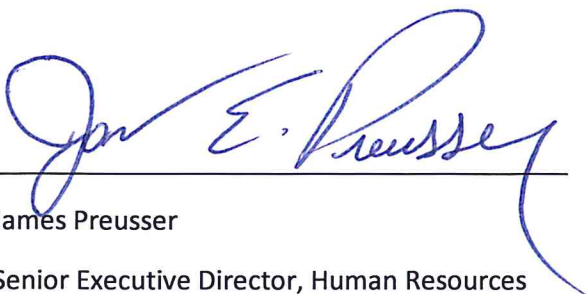
In order to receive credit for advanced degrees, (Masters, Specialist and Doctorate) employees must provide an official transcript of record showing the award of the earned degree to Employment Services.

Eleven month employees add 0.10 to the above amounts.

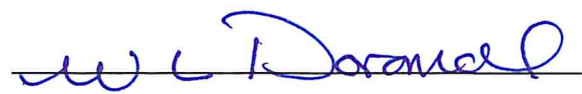
Twelve month employees add 0.20 to above amounts.

STATUS: As of 11-8-19, tentatively agreed to and closed.

For Orange County Public Schools:


James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:


Wendy L. Doromal
President

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019

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.

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.

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

| 2018-19 2019-20 Health Insurance Plans | | | | | |
|--------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| Plan A (Local Plus Network) | | Plan B (Open Access Plus HRA) | | Plan C (OAPIN) | |
| No premium cost for Employee Only Coverage (full-time) | | PPO Like: Open Access Plus HRA (In and Out of Network) | | Employee Paid Premium \$18.64/paycheck, \$373/year | |
| | | In-Network Benefits | | | |
| Out of Pocket Maximums | Medical: \$5,000/\$10,000 Individual/Family | Out of Pocket Maximums | Medical: \$4,500/\$9,000 Individual/Family | Out of Pocket Maximums | Medical: \$4,500/\$9,000 Individual/Family |
| | Pharmacy: \$1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family | | Pharmacy: 1,000 Individual/\$2,000 Family |
| | Behavioral Health: \$500 Individual/\$500 Family | | Behavioral Health: \$500 Individual/\$1,000 Family | | Behavioral Health: \$500 Individual/\$1,000 Family |
| Deductibles | \$250 Individual/\$500 Family | In-Network Deductibles | \$2,000 Individual/\$1,000 Family | Deductibles | \$100 Individual/\$200 Family |
| | | 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 | | |

- * Family deductibles and out-of-pocket maximums are two (2) times the individual deductible and out-of-pocket maximum amounts.

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019

- ** 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 | 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) | \$20 | \$30 | \$25 |
| Specialist | \$35 | \$65 | \$45 |
| Specialist CCN* | N/A | \$45 | N/A |

* Cigna Care Network Specialist

5. For plan year ~~2018-2019~~2019-20 the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a \$40 charge for formulary drugs for a 30-day supply; and a \$75 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 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 ~~2018-2019~~2019-20 the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$40 co-pay charge for formulary drugs for a 30-day

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019

supply; a 10% coinsurance/minimum \$75 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 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 Plan A and C - \$300
 - PPO-like products Plan B \$300 plus 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.

9. Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.
 - HMO-like products Plan A and C : \$100
 - PPO-like products Plan B: \$100 plus co-insurance
- C. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- D. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019

- E. 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.
- F. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- G. 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.
- 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.

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019

- 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.
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. Beginning plan year 2018-2019, 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 HIPPA 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.


TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2019-20)

Appendix C

November 8, 2019


STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President

TENTATIVE AGREEMENT #3 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

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.

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. Annual out-of-pocket maximums and deductibles:

| 2018-2019 2020-21 Health Insurance Plans | | | | | |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Plan A (Local Plus Network) | | Plan B (Open Access Plus HRA) | | Plan C (OAPIN) | |
| No premium cost for Employee Only Coverage (full-time) | | PPO Like: Open Access Plus HRA (In and Out of Network) | | Employee Paid Premium \$18,642.26 /paycheck, \$373.25 /year | |
| | | In-Network Benefits | | | |
| Out of Pocket Maximums | Medical: \$5,000 <u>\$5,500</u> Individual/ \$10,000 <u>\$11,000</u> Family | Out of Pocket Maximums | Medical: \$4,500 <u>\$5,500</u> Individual/ \$9,000 <u>\$11,000</u> Family | Out of Pocket Maximums | Medical: \$4,500 <u>\$5,500</u> Individual/ \$9,000 <u>\$11,000</u> Family |
| | Pharmacy: \$1,000 Individual/ \$2,000 Family | | Pharmacy: 1,000 Individual/ \$2,000 Family | | Pharmacy: 1,000 Individual/ \$2,000 Family |
| | Behavioral Health: \$500 Individual/ \$500 Family | | Behavioral Health: \$500 Individual/ \$1,000 Family | | Behavioral Health: \$500 Individual/ \$1,000 Family |
| Deductibles | \$250 <u>\$300</u> Individual/ \$500 <u>\$600</u> Family | In-Network Deductibles | \$2,000 Individual/ \$1,000 <u>\$4,000</u> Family | Deductibles | \$100 <u>\$250</u> Individual/ \$200 <u>\$500</u> Family |
| | | 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 | | |

* 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

TENTATIVE AGREEMENT #3 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

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 | 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) | \$20 <u>35</u> | \$30 | \$25 <u>30</u> |
| Specialist | \$35 <u>55</u> | \$65 | \$45 <u>55</u> |
| Specialist CCN* | N/A | \$45 | N/A |

* Cigna Care Network Specialist

5. For plan year ~~2018-2019~~ 2020-21 the PPO-like, Plan B: Open Access Plus HRA In and Out-of-Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a ~~\$7~~ 9 charge for generic drugs for a 30-day supply; a ~~\$40~~ 55 charge for formulary drugs for a 30-day supply; and a ~~\$75~~ 90 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 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 ~~2018-2019~~ 2020-21 the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a ~~\$7~~ 9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$40~~ 55 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$75~~ 90 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. Certain non-

TENTATIVE AGREEMENT #3 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$60 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 Plan A and C - ~~\$300~~400
- PPO-like products Plan B ~~\$300~~ 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.

9. ~~Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room.~~ Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.
 - ~~HMO-like products Plan A and C: \$100~~
 - ~~PPO-like products Plan B: \$100 plus co-insurance~~

| <u>Plan Name</u> | <u>Plan A:</u> <u>Local Plus In-</u> <u>Network</u> | <u>Plan B:</u> <u>Open Access Plus HRA</u> <u>In and Out of Network</u> <u>Plan</u> | <u>Plan C:</u> <u>OAPIN</u> |
|------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------|
| <u>Hospital Based/</u> <u>Hospital Affiliated</u> | <u>10% after deductible</u> | <u>20% after deductible</u> | <u>20% after deductible</u> |

TENTATIVE AGREEMENT #3 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

| | | | |
|------------------------------------|--------------|--------------------|--------------|
| <u>including Emergency Room</u> | | | |
| <u>Freestanding imaging center</u> | <u>\$100</u> | <u>\$100 + 20%</u> | <u>\$100</u> |

- CB. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- DC. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- ED. 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.
- FE. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- GF. 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.
- 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

TENTATIVE AGREEMENT #3 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

- 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.
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. ~~Beginning plan year 2018-2019, a~~ 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 HIPPA 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.

TENTATIVE AGREEMENT #2 – INSURANCE BENEFITS (2020-21)

Appendix C

November 8, 2019

STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal

President

**TENTATIVE AGREEMENT #4 – SCHOOL PSYCHOLOGISTS, ADDITIONAL
DAY OF PREPLANNING, EARLY RELEASE WEDNESDAYS**

Article XV Work Year

November 8, 2019

Article XV

WORK YEAR

A. Ten-month employees shall have ~~196~~ 197 duty days of which 180 shall include student contact. Eleven-month employees shall have ~~216~~ 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 ~~CB~~, which is hereby incorporated into and made a part of this Contract.

B. The 10-month calendar shall include the following:

1. ~~Five~~ 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 following Wednesday when testing has

TENTATIVE AGREEMENT #4 – SCHOOL PSYCHOLOGISTS, ADDITIONAL DAY OF PREPLANNING, EARLY RELEASE WEDNESDAYS

Article XV Work Year

November 8, 2019

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.

TENTATIVE AGREEMENT #4 – SCHOOL PSYCHOLOGISTS, ADDITIONAL DAY OF PREPLANNING, EARLY RELEASE WEDNESDAYS

Article XV Work Year

November 8, 2019

Other secondary teachers whose 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 2014-15 school year, JROTC teachers shall work 196 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, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.
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.

**TENTATIVE AGREEMENT #4 – SCHOOL PSYCHOLOGISTS, ADDITIONAL
DAY OF PREPLANNING, EARLY RELEASE WEDNESDAYS
Article XV Work Year
November 8, 2019**

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.

- 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:

- a. 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

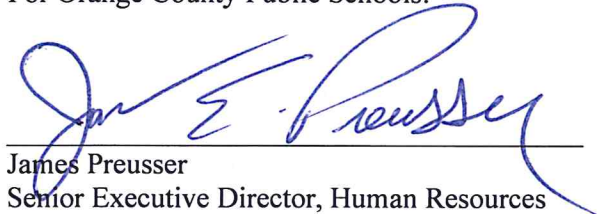
**TENTATIVE AGREEMENT #4 – SCHOOL PSYCHOLOGISTS, ADDITIONAL
DAY OF PREPLANNING, EARLY RELEASE WEDNESDAYS
Article XV Work Year
November 8, 2019**

administrator.

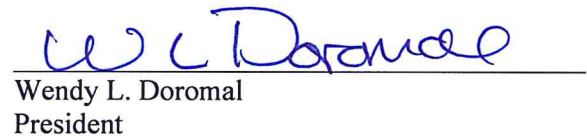
4. The on-site planning period shall be at least 30 minutes per day.
5. Employees shall be paid at their hourly rate of pay.
6. Sick leave shall be prorated on a 9.35 hour day

STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:


James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:


Wendy L. Doromal
President

TENTATIVE AGREEMENT #5 – PAID HOLIDAYS

Appendix B

November 8, 2019

APPENDIX B

PAID HOLIDAYS and ADDITIONAL VACATION DAYS

~~2017-18, 2018-19~~

TEN AND ELEVEN MONTH EMPLOYEES

| Holiday |
|----------------------------|
| Labor Day |
| Thanksgiving |
| New Year's Day |
| Martin Luther King Jr. Day |
| Memorial Day |

TWELVE MONTH EMPLOYEES:

| Holiday |
|-----------------------|
| Independence Day |
| Labor Day |
| Thanksgiving Holidays |
| Winter Holidays |

SCHOOL PSYCHOLOGISTS:

| <u>Holiday</u> |
|-----------------------------------|
| <u>Independence Day</u> |
| <u>Labor Day</u> |
| <u>Thanksgiving Holidays</u> |
| <u>New Year's Day</u> |
| <u>Martin Luther King Jr. Day</u> |
| <u>Memorial Day *</u> |

* Additional Paid Day Off

ADDITIONAL VACATION DAYS FOR TWELVE MONTH EMPLOYEES

| |
|-----------------------------|
| New Year's Day |
| Martin Luther King, Jr. Day |
| Memorial Day |

If a holiday or paid day off occurs on a Saturday, employees will celebrate the holiday on the Friday immediately before the Saturday holiday. If a holiday or paid day off occurs on a Sunday, employees will celebrate the holiday on the Monday immediately following the Sunday holiday. If a two-day holiday or paid day off occurs on a Saturday and a Sunday, the employee will celebrate the holidays on both the Friday immediately before and the Monday immediately following the Saturday/Sunday holidays.

Note: The 2019-20 annual salary for school psychologists will remain the same as the annual salary for 2018-19 after adding the applicable salary increases awarded to all instructional employees.

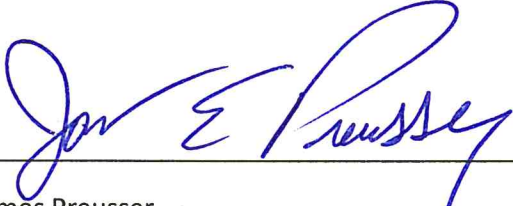
TENTATIVE AGREEMENT #5 – SCHOOL PSYCHOLOGISTS PAID HOLIDAYS

Appendix B

November 8, 2019


STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

ARTICLE X EVALUATION

A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statute and State Board Rule regarding the evaluation of the performance of instructional personnel. Evaluations shall be based on a combination of the Instructional Practice Score (observable) and Student Growth to create a Summative Rating (final outcome).

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required but may opt to complete Deliberate Practice.

2. Procedures for evaluation shall be as set forth in this Article. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations and evaluations and Deliberate Practice. The manual shall be incorporated into and made part of this contract. This manual shall be available online to all teachers.

3. The District shall provide professional development for all aspects of the evaluation process.

4. Evaluation Due dates: When the actual day of the due dates listed within this article fall on a weekend or non-duty day, the due date shall be the next scheduled duty day.

B. A teacher shall be placed in one of the following categories.

1. Category I: Teachers who are in their first, second or third year of teaching and are new to the profession.

2. Category 2A: Teachers who are in at least their fourth year of teaching.

3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

a. If the teacher meets one of the requirements for Category 2B, the teacher may request that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category.

b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.

c. Teachers who have an Instructional Practice score of 1.5 to 2.3 shall be placed in Category 2B for the subsequent school year.

4. Category 3: Teachers who have been determined to be less than Effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's Student Growth model. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.

a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.

b. The number of required observations for a Professional Improvement Plan (PIP) is three (3) Formal observations and seven (7) Informal observations.

c. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to his/her original category.

d. Informal observations of teachers on a PIP may begin after the first fifteen (15) duty days.

e. The timelines for completing or responding to a PIP may be extended by mutual agreement.

f. The required observations for a PIP may extend past the May 1 evaluation deadline.

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

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5. Teachers who taught eighty (80) student days or less between the first student day and May 1 will be assigned Category 4. Teachers in this category shall not be required to complete the Deliberate Practice.

C. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. General Provisions:

a. There shall be two types of evaluative observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least fifteen (15) duty days before any formal or informal observation is conducted.

b. Informal observations may be conducted but shall not be counted on the student contact day immediately before Thanksgiving Break, as well as the student contact days immediately before and after Winter Break and Spring Break. These informal observations may be counted toward evaluation with mutual written agreement.

c. Any Informal or Formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.

d. Category 2A teachers shall have at least one observation (Formal or Informal) documented by November 15 and a second observation (Formal or Informal) documented by March 1.

e. A list of trained teacher observers shall be made available on line.
https://ocps.net/departments/professional_development_services/evaluation_systems/district_trained_observers_list/

f. Observations made after May 1 to the end of the school year shall be documented but not used to calculate the Instructional Practice Score.

g. Teachers shall be provided a signed copy of their Survey 2 and 3 class rosters within ten (10) duty days of signing.

h. Each teacher shall be notified by email regarding which assessment(s) will be used to

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

measure their student data portion of their Summative Evaluation prior to the end of pre-planning each school year. Cut scores will be bargained for teacher evaluations.

i. If more than two observers are conducting an observation of a teacher, there must be mutual agreement as to whether that observation is to count towards a teacher's Status Score.

j. For rating(s) lower than Applying, administrators must provide comments to describe such ratings. Teachers have the right to request a conference to discuss these rating(s).

2. Non-Evaluative Coaching Observations

Non-evaluative coaching observations are unscheduled observations which will only be available for viewing to the teacher and the teacher's observer. It is not a part of the evaluation scoring process. There shall be no maximum number of coaching observations throughout the school year. A coaching observation shall be conducted prior to the first observation (formal or informal) and shall serve as the Practice Observation. The purpose of a coaching observation is to look for evidence of implementation of professional development, provide actionable feedback while identifying predominant practices for effective instruction.

3. Provisions for Informal Observations:

a. The evaluating administrator shall indicate to the teacher when s/he is performing an Informal observation prior to beginning the observation.

b. The number of Informal observations required for each category is:

- Category 1 and 2B: Four observations, two in the first semester and two in the second semester
- If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only two observations are required.
- Category 2A: Two observations
- An additional Informal observation may be conducted each semester upon mutual agreement between the teacher and the evaluating administrator. The teacher must request the additional Informal observation for the first semester by December 1 and for the second semester by April 1.
- If a teacher exceeds

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

the required number of Informal observations, the lowest observation shall be dropped.

c. A new Domain 1 observation cannot be performed and scored until feedback has been posted for the prior Domain 1 observation, unless the parties agree otherwise.

d. Teachers may request an additional informal observation to be completed by another trained administrator. This additional observation shall be calculated in the Instructional Practice Score and/or Deliberate Practice Score as provided elsewhere in this contract.

e. Audio visual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for Informal observations shall be permitted upon a signed mutual agreement.

f. An Informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.

4. Provisions for Formal Observations

a. The number of Formal observations required for each category is:

- Category 1 and 2B: 2 observations, one in the first semester and one in the second semester
- If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only one observation is required.
- Category 2A: 1 observation

b. Each teacher shall be advised as to who will observe him/her prior to any Formal observation. Formal observations shall be completed by administrators only. Each Formal observation shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator. The planning conference shall occur one to five duty days prior to the formal observation and the reflection conference shall occur one to five days after the formal observation except by written mutual agreement.

c. A teacher shall receive a change in the date or time of a Formal observation upon request.

TENTATIVE AGREEMENT #6 – EVALUATION

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November 8, 2019

d. If a Formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The Formal observation shall be rescheduled at a mutually agreeable time.

e. In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the Formal observation may be extended. This shall not extend the time for notice of non-reappointment.

5. Domain 4: All Category 2A teachers will receive one non-evaluative observation and one evaluative observation for Domain 4. The non-evaluative observation will be conducted by the end of the first semester. Category 2B and Category 1 teachers will receive two evaluative observations for Domain 4.

a. **The evaluative observation for the second semester shall be completed no later than April 15.**

D. Provisions for Deliberate Practice

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute.

2. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score.

3. The highest Deliberate Practice rating for the targeted element from any observation will be averaged with ratings for elements “Developing a Written Growth and Development Plan” and “Monitoring a Written Growth and Development Plan” of Domain 3 to determine the overall Deliberate Practice score.

4. The following scoring method shall be used to determine the Deliberate Practice Score:

- Innovating = +.4
- Applying = +.3
- Developing = +.2
- Beginning = +.1
- Not Using = -.1

TENTATIVE AGREEMENT #6 – EVALUATION

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November 8, 2019

The scores above shall be used in the Deliberate Practice formula referenced in Section D.2. Prior to receiving the overall Deliberate Practice score, instructional personnel must complete the Deliberate Practice Plan with three pieces of evidence documented. The deadline for completing the Deliberate Practice Plan is April 1. An overall 'Not Using' score will only be given to teachers who do not complete all three components of the Deliberate Practice Plan. Deliberate Practice observations may be conducted until the May 1 deadline.

5. The orientation for Deliberate Practice shall be provided by Professional Development Services.

6. The teacher shall complete a self-evaluation in iObservation in order to choose the element of focus for their Deliberate Practice plan. The self-evaluation shall remain private.

7. The teacher shall submit a plan within the teacher's first forty-five (45) duty days.

8. The administrator shall provide feedback to the plan within ten (10) duty days of submission. The teacher shall have ten (10) duty days to resubmit the plan if needed. The element

"Developing a Written Growth and Development Plan of Domain 3 shall be rated by the administrator at that time.

9. Teachers shall receive support and actionable feedback from their evaluating administrator throughout the Deliberate Practice process.

10. Administrators are encouraged to provide coverage for teachers who may choose to observe fellow teachers.

11. The selected element may be scored more than once by an evaluating administrator during an Informal or Formal observation, however, only the highest rating shall be counted towards the overall Deliberate Practice score.

12. When teachers have received all required observations and have requested the optional additional observations, a specific observation shall be conducted for the express purpose of scoring the selected Deliberate Practice element. The evaluating administrator shall only score the selected Deliberate Practice element. No other elements will be scored during this additional

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

observation.

13. Teachers shall be able to request one additional observation to score their selected Deliberate Practice element. No other elements are to be scored. Teachers must request this additional Deliberate Practice observation by April 1.

14. Administrators shall score the Monitoring Progress Relative to the Professional Growth and Development Plan element of Domain 3 by April 15.

15. Teachers on temporary contract are not required but may opt to complete the Deliberate Practice.

16. Deliberate Practice provisions may be reopened by either party each year.

E. The Instructional Practice Score of a teacher's performance shall be made in accordance with the following provisions:

1. The Instructional Practice Score of a teacher's performance is the responsibility of the administrator.

2. The Instructional Practice report shall be finalized by May 1 of each year.

3. If due to procedural violations, the teacher fails to receive the minimum number of observations for their Instructional Practice Score report by the May 1st deadline, then their Instructional Practice score rating shall be reported as a minimum of "Effective."

4. Teachers shall receive an email notification of their Instructional Practice Score report no later than May 1. The teacher shall have until June 1 to respond in writing in the comment section on their summary page in iObservation. The report must be electronically signed or signed in writing by the teacher; however, signature does not necessarily imply agreement with the evaluation.

5. A copy of each teacher's Instructional Practice Score report shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.

6. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget

TENTATIVE AGREEMENT #6 – EVALUATION

Article X

November 8, 2019

allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary Contract teachers recommended for reappointment.

F. Student Learning Growth Cut Scores

1. The student learning growth portion of the evaluation will be one-third of the final summative evaluation for all instructional employees. The instructional practices portion of the evaluation to include the deliberate practice element will constitute the other two-thirds of the final summative evaluation.

2. All instructional personnel will receive student learning growth scores through local student learning growth models. For these student learning growth scores, standard errors will be used along with the value-added score to ensure a higher degree of confidence in assigning rating categories. This method will be used for each assessment to determine course, school, district or any other growth scores. The rating categories will be collaboratively agreed upon and are set as follows:

a. Highly Effective: A highly effective rating is demonstrated by a value-added score of greater than zero (0), where all of the scores contained within the associated 99- percent confidence interval also lie above zero (0)

b. Effective: An effective rating is demonstrated by a value-added score of zero (0); or a value-added score of greater than zero (0), where some portion of the range of scores associated with a 99-percent confidence interval lies at or below zero (0); or a value-added score of less than zero (0), where some portion of the range of scores associated with both the 95-percent and the 99-percent confidence interval lies at or above zero (0)

c. Needs Improvement or Developing if the teacher has been teaching for fewer than three (3) years: A needs improvement or developing rating is demonstrated by a value-added score that is less than zero (0), where the entire 95-percent confidence interval falls below zero (0), but where a portion of the 99-percent confidence interval lies above zero (0).

d. Unsatisfactory: An unsatisfactory rating is demonstrated by a value-added score of less than zero (0), where all of the scores contained within the 99-percent confidence interval also lie below zero (0).

TENTATIVE AGREEMENT #6 – EVALUATION

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November 8, 2019

3. When a particular assessment does not meet requirements for the calculation of a local student learning growth score, the results for the assessment shall be combined into the overall student learning growth score as “Effective”. Multiple pieces of student learning growth will be weighted based on the number of students included.

G. Evaluation Rating Ranges

1. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows.

Highly Effective: 3.3 to 4.0 Effective: 2.4 to 3.2 Needs Improvement/Developing: 1.5 to 2.3 Unsatisfactory: 1.0 to 1.4 If the Status Score and the Deliberate Practice score exceeds a 4.0 rating, the teacher shall receive full value.

2. Student Learning Growth Score – The four evaluation ratings are specified as follows:

Highly Effective: 4.00 Effective: 3.29 Needs
Improvement/Developing: 2.39
Unsatisfactory: 1.49

H. Summative Evaluation Rating

1. If the Student Growth Score causes the Summative Evaluation rating to drop below the Instructional Practice rating or the Summative Evaluation rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing and

publishing the Summative Evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. The report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation.

2. In unusual circumstances such as the extended illness of a teacher, a copy of the Summative Evaluation report shall be sent by certified mail to the teacher’s last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher’s signature.

3. A PSC/CC teacher receiving a Summative Evaluation rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.

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4. Other than procedural error the evaluation process or non-renewal of a teacher for competency shall not be subject to the grievance or arbitration process.

I. The evaluation procedures as set forth above, where applicable, shall apply to registered nurses.

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

1. Substantive changes to the Instructional Personnel Evaluation Manual shall reflect new contractual language agreements in this article. The Evaluation Committee is charged with aligning those contractual language changes to the Instructional Personnel Evaluation Manual.

2. The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

3. The Classroom Teachers Association Evaluation Committee members, the CTA President, and OCCTA staff members shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development delivered by a member of the Professional Learning Department staff.

K. Appeals

1. An employee may elect to appeal a procedural concern to the supervising administrator. If the issue is unresolved, the employee may elect to appeal any unresolved procedural issue(s) through either the Appeals Committee or the grievance/arbitration procedure – but not both. Instructional Practice appeals shall be submitted by an instructional employee by June 15, Student Learning Growth appeals shall be submitted by an instructional employee within thirty (30) duty days of receiving the Student Learning Growth score.

2. If it has been determined that there was a procedural error in an instructional employee's status score, then the following formula shall be used to report the revised score:

- If the Status Score is between 1.0 and 2.9, and there is a procedural error, the Status Score shall be a 3.0 Effective.

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- If the Status Score is higher than a 3.0, and there is a procedural error, the Status Score shall be a 3.3 Highly Effective
- If it has been determined that there was a procedural error in an instructional employee's Deliberate Practice Score, then the revised score shall be .3 Applying and shall be added to the Status Score.

3. If it has been determined that there was a procedural error in an instructional employee's Student Learning Growth Score the following formula shall be used to report the revised score:

- If the Student Learning Growth Score is a 1.49 or a 2.39, and there is a procedural error, the Student Learning Growth Score shall be a 3.29 Effective.
- If the Student Learning Growth Score is a 3.29, and there is a procedural error, the Student Learning Growth Score shall be a 4.0 Highly Effective.

4. In the event the Appeals Committee decision results in a tie, the parties agree that the CTA President or designee and the Senior Executive Director of Human Resources or designee will meet to investigate, review and, if necessary, conduct a discussion with all parties involved, with the intent to resolve the appeal. This will occur no later than thirty (30) days from the notification of the Appeals Committee decision. Decisions of the CTA President and Senior Executive Director will be final and binding for all parties.

5. In the event the CTA President and Senior Executive Director of Human Resources are unable to resolve the matter, the appeal may be filed directly to Step 3 as defined in Article III, Grievance Procedures, including mediation and arbitration, if necessary.

TENTATIVE AGREEMENT #6 – EVALUATION

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November 8, 2019


STATUS: As of Nov 8 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human
Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President

TENTATIVE AGREEMENT #7 – ORIENTATION and BULLETIN BOARDS

Article IV

November 8, 2019

ARTICLE IV

ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall be permitted to meet with employees, subject to the following:

1. The representative(s) shall check in and out at the work location upon arrival and departure.
2. Visits with employees at their work location shall not be permitted during student contact time or during a period of assigned duty. Visits with individual teachers shall not require prior notice.
3. The administrator will facilitate the visit by assigning a reasonable location for the Association representative to confer with employees. The location should provide a reasonable degree of privacy so that the union and employee(s) may speak confidentially. Further, when reasonably possible such location should not be adjacent to the administration offices.
4. Upon request, the representative(s) shall have his/her presence announced by the posting of a notice and/or over the intercom system, outside the student day. Such announcement shall include the location and time of the visit, and may be made by either the administrator or the site Association representative.
5. The Association, with the administrator's consent, shall be permitted to use a work location's facilities for holding meetings which include employees from other work locations, provided such meetings are held outside the employee duty day and the Association bears the actual cost of such meetings at the lowest cost category.
6. At the beginning of each school year, the Association will be provided a mutually agreeable time on the agenda during the district-wide orientation to speak to new employees.
- 7. If new employee orientation(s) are held during the school year, the Association will be notified at least two (2) weeks prior to the opening session(s) of the orientation(s). Subsequently, the District will receive notification from the Association one (1) week prior with their intent to attend the orientation session. The CTA President/designee will be given the same opportunity to speak to new employees as at the district- wide orientation.**

B. Site Association Representatives

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1. Upon conclusion of any faculty meeting, the site Association Representative shall be given the opportunity to make announcements relating to Association business. Continued attendance by employees shall be voluntary. Once a month the site Association Representative(s) shall be given the opportunity to hold a meeting during non-student contact time of all instructional personnel at a school site to make announcements relating to Association business. Attendance by employees shall be voluntary. The site Association Representative(s) shall be given an opportunity to send an Association-approved email message related to Association business to all instructional personnel at a school site.
 2. The site Association Representative may use the work location's facilities for the purpose of conducting professional meetings during non-student contact times. Such meetings shall be arranged in advance with the administrator and shall not be unreasonably denied.
 3. When the site Association Representatives are either involuntary transferred, or have grade/subject assignment changes and room changes on the work location's campus, the transfer or changes, shall be reviewed by the CTA President and the Superintendent or their designee. The site Association representative must request such a review in writing, and submit the request to the Association within ten (10) days of the transfer or change.
 4. The Association will provide each site administrator the name of the CTA Association Representative at his/her school within six weeks of the beginning of each school year. Notification will be given of any changes throughout the year.
 5. The Association shall provide and maintain a current list of site Associations Representatives and provide such a list and updates to Employee Relations.
 6. The site Association Representative and the Administrator may meet monthly to discuss implementation of the contract and issued within the work location.
- C. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater access rights than the Association.
- D. Communications
1. The Association shall have the exclusive right to bulletin board space of at least nine square feet for the purpose of posting materials related to Association business, such as newsletters, Association programs, training, meeting notices and committee reports.

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a. The Association may, at its own expense, provide an additional bulletin board for its exclusive use subject to the provisions contained in this Section.

b. The bulletin board space shall be located in an area mutually determined by the administrator and the site Association representative. The President/designee shall have input into the decision.

c. Only the Association Representative or his/her designee may post or remove information on the bulletin board space.

2. The Association shall be permitted to use the courier service for maintenance of this Contract, subject to the following:

a. The Association office shall be placed on a service route for pickup and delivery, subject to the rules and regulations of the courier office.

b. The Association shall not use the courier for distribution of materials/communications derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Association may send out flyers on behalf of each candidate for the Association office.

c. An average of one bulk mailing per week may be sent. Bulk mailings may be spot-checked for compliance with the above sections. Mailings not in compliance may be returned to the Association.

d. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by the Association's use of the courier. If the Board is notified officially of any such potential liability, the courier service shall be suspended until such time the matter may be resolved.

e. If the Association fails to comply with these provisions, the use of the courier may be suspended upon written notification. Any request for reinstatement of the courier shall be presented by the Association to the Board at a regularly scheduled meeting of the Board.

3. The Association will be permitted to use employee worksite and electronic mailboxes (email). However, the District may deny permission for the Association to use the District's email system if it fails to comply with the provisions of this Section or Section D.4. of Article IV.

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4. The Superintendent or designee shall receive a copy of all materials/communications to be distributed district-wide, either through the courier or through email, at least one business day prior to distribution. This shall include Association approved email messages distributed through site association representative(s). The administrator shall receive a copy of all materials/communications to be distributed in the school. When the Association disseminates information without utilizing any District resources such as mailbox, email or courier, the Association is not required to produce a copy to any administrator. Emails that are notices for Association meetings at the Association's office do not have to be sent to the District.

E. Association Leave

1. The Superintendent will recommend and the Board will approve, the duly elected president of the Association, a leave of absence to serve as the CTA president for the term of his/her presidency. The district will serve as the fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges by placing the president in an assigned department for payroll purposes only. The Association shall reimburse the Board 100% of any and all sums paid to or on behalf of said president. The Association agrees to hold harmless the School Board for all claims that arise from actions that occur while the CTA president serves in office. Optional insurance coverage may be continued by paying the premiums due during the approved leave of absence. The bill for the optional insurance coverage will be sent directly to the president to continue the insurance plans.

The president shall return to the school previously assigned at the end of the term of his/her presidency. The president shall not earn annual leave, nor be covered by the Board's Workers' Compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president and seniority shall be accrued during said leave.

The president may transfer any unused sick leave days accrued as president, provided daily attendance is documented by the CTA president during the period served as president. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately.

For evaluation purposes, the President shall be classified as Category 4 during the years served in office. However, during the first year in office, any salary increases based on the previous year's evaluation scores shall be applied to his/her salary. In subsequent years, while the president is classified as a Category 4 s/he shall receive increases designated as an across the board raise.

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November 8, 2019

2. The Association shall be granted 2% of membership but not less than 105 days of leave per fiscal year for use by its members. No one employee may use more than five of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent.

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 members and CBLT Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

F. Information

1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present. Copies of said materials, if requested, shall be provided at cost, or as specified elsewhere in this Contract.

2. A monthly listing of all employees new to the District shall be provided at no cost per the Association's specifications, provided such is available in the format requested.

3. The parties agree to explore the use of electronic media as a means of improving communications.

4. The Association shall be provided a copy of each Board agenda packet at the time of distribution to the Board. An effort shall be made to notify the Association regarding any new item added to the agenda which directly impacts the employees and the Association.

5. The Association shall receive a copy of all materials for general distribution which pertain to employees and to this agreement. Confidential items related to collective bargaining are exempt from this provision. In addition, the Association shall receive copies of all Board publications and an official copy of School Board policies and any revisions of such.

6. Rules and procedures outlined in school handbooks shall not violate board policies or provisions in this contract. When requested to sign the handbook, the signature of the teacher indicates receipt and review of the handbook.

G. The Superintendent and the Association president shall meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.

H. The Association shall be notified and allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda for comment, and

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supplied copies of materials distributed to the trustees.

I. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.

J. The Association shall have the opportunity to provide input prior to any recommended revisions of the district grading policy, attendance policy, and/or Code of Student Conduct.

K. Mutual Agreements

1. Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B. If the Board anticipates scheduling the end of the first semester at any time other than at the end of Winter Holiday, and/or scheduling the Spring Holiday at any time other than between the third and fourth marking periods, the parties shall meet for the purpose of impact bargaining such change(s).

2. No changes shall be made in the Supplement Handbook without the two parties meeting to negotiate the changes.

3. The parties agree that selected forms, which are identified in this Contract and required for its maintenance, shall be agreed to and attached to a memorandum of understanding.

L. The District agrees to make a reasonable effort to notify the Association as soon as feasible before changing any school to or from year-round, prototype or charter school status.

M. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within 30 days of submission. The request will be judged upon its merits. Denial shall be accompanied by a written reason. Any component submitted by the Association shall be required to meet the established standards for inclusion in the District In-service Master Plan. An employee conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Schedule and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Council.

TENTATIVE AGREEMENT #7 – ORIENTATION and BULLETIN BOARDS
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November 8, 2019

STATUS: As of Nov 8 2019, tentatively agreed to and closed.

For Orange County Public Schools:


James Preusser
Senior Executive Director, Human
Resources

For Orange County Classroom Teachers
Association:


Wendy L. Doromal
President

TENTATIVE AGREEMENT #8 – REPLACEMENT BADGES

Article VI

November 8, 2019

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 Office of Equal Employment Opportunity 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.

- 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

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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 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.

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

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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 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:

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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.
- 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**

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including a faded photograph, or badges which are lost or stolen.

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.
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

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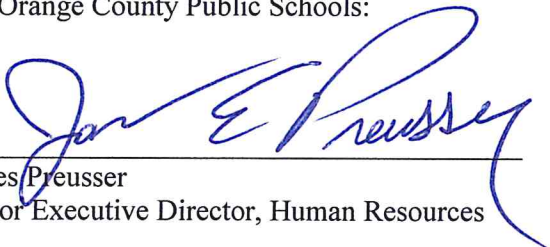
school per day, and itinerant and selected vocational teachers whose job regularly requires such use. Such teachers will be reimbursed mileage for travel from the first work location to other work locations during the day based on their documentation. The District shall provide procedures for implementation 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

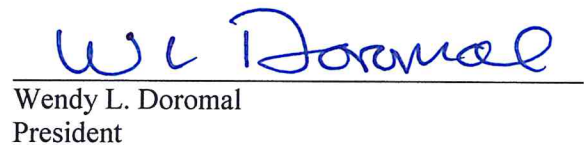
STATUS: As of 11-8-2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President

**TENTATIVE AGREEMENT #9 – TEACHER COMPLAINTS OF
MISCONDUCT BY ADMINISTRATORS**

Article VII

November 8, 2019

ARTICLE VII

TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall have freedom in the implementation of the adopted curriculum, including the right to select materials and engage in classroom discussions as they relate to the subject matter being taught and the level of the student. The administrator has the right and obligation to question, consult, and direct whenever necessary.

B. A teacher may express his/her own opinions in regard to political, social, and religious issues provided that the total presentation is essentially balanced and fair. S/he shall not use his/her professional contacts with students to impose upon them his/her personal convictions or those of any other individual or group.

C. Teachers shall be responsible for determining students' grades and promotions pursuant to district-wide policies. Any administrative change in a grade or promotion shall not be made without attempting prior consultation with the teacher. If such a change is necessary, the administrator shall initial the change on the student's permanent record and indicate if the change was made without the teacher's agreement.

D. Teachers shall assist in the selection of instructional materials both on a District-wide and school-wide basis. A teacher shall not be held responsible for the cost of any instructional material a student has lost, destroyed or damaged.

1. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. A teacher shall be provided with a copy of the textbook, teacher guide and activity manual and, to the extent feasible, any supplemental materials which are used in each of the courses s/he teaches.

2. A teacher may purchase materials and supplies with school-based funds for school use with the prior approval of the administrator.

E. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.

TENTATIVE AGREEMENT #9 – TEACHER COMPLAINTS OF MISCONDUCT BY ADMINISTRATORS

Article VII

November 8, 2019

1. During preplanning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and current Student Referral form and any additional disciplinary plan and forms referenced in the plan which may have been developed for his/her school.
 2. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher within five (5) duty days, and the status of the referral shall be provided upon request.
 3. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.
 4. In Accordance with F.S. 1003.32 (4) a teacher may suspend a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action. The teacher shall be notified of the disposition within five (5) duty days.
 5. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (4), (5), (6). The Placement Review Committee shall include the following: Two teachers, one elected by the faculty and one appointed by the teacher referring the student to the Committee and one member from the school's staff who is selected by the principal. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.
 6. Upon re-entry to school, an expelled student whose conflict was with a teacher shall not be returned to that teacher's class, except under unusual circumstances.
- F. Teachers may not release students to non-school personnel including parents, without authorization from the administrator. If the teacher makes a reasonable effort to prevent an unauthorized removal of a student s/he shall not be subject to disciplinary action.

TENTATIVE AGREEMENT #9 – TEACHER COMPLAINTS OF MISCONDUCT BY ADMINISTRATORS

Article VII

November 8, 2019

G. A teacher shall report to the administrator any student s/he believes has a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.

H. After assigning a teacher to teach in a re-locatable classroom and prior to the first class session, the Board shall furnish that re-locatable classroom with standard features of a permanent classroom. Such features shall include chalkboards/dry erase boards, proper lighting, climate control, desk for both students and teacher, and other equipment that a teacher might reasonably expect in a permanent classroom to aid in the performance of his/her duties.

I. Both parties agree that interruptions of the instructional period are sometimes necessary, but the administrator will attempt to keep such interruptions to a minimum. However, no visitations to a teacher's class except by school system personnel shall be allowed until the teacher has been notified of the visit and purpose in advance. If the visitor(s) might be subjected to a safety hazard, access shall not be permitted without approval of the administrator and notification of the teacher in advance of the visit.

Parents/patron visitations shall be scheduled at mutually agreeable times between the parent/patron and teacher subject to prior approval of the principal.

J Any openings in the administrative pool shall be posted. Such postings shall include information describing the application process and be far enough in advance to allow for the completion of that process.

K. The Board may provide garments for special subject teachers such as shop and art. The Board shall provide without cost to the teacher such special clothing, equipment and devices as may be required by State Board of Education Rules and Florida Statutes.

L. Teachers shall be expected to dress in a manner which is professional and appropriate to their work assignments.

M. Teacher complaints of misconduct by administrators shall be investigated by ~~Employee Relations~~ **Professional Standards**. If the investigation exceeds thirty (30) calendar days from the date all material allegations are received, the ~~Employee Relations~~ **Professional Standards** office shall provide the Association with an update and every thirty (30) days thereafter until completed. ~~Employee Relations~~ **Professional Standards** will provide the Association **and the complainant(s)** with a **written** report of the **findings of the** investigation within ten (10) duty days after the

**TENTATIVE AGREEMENT #9 – TEACHER COMPLAINTS OF
MISCONDUCT BY ADMINISTRATORS**

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investigation has been completed.

N. Instructional personnel who receive communication after the contracted work day will have forty-eight (48) hours to respond beginning with the next contracted work day.

O. A teacher may make arrangements with another teacher to cover his/her class in situations where the teacher will be out for less than two hours during the student day upon approval of the administrator.


STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human
Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President

TENTATIVE AGREEMENT #10 – EMPLOYEE BREAKS AND PREPLANNING ACTIVITIES

Article XIV

November 8, 2019

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, 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

TENTATIVE AGREEMENT #10 – EMPLOYEE BREAKS AND PREPLANNING ACTIVITIES

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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.
- 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 and high school 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.

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

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- 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.
- 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 on 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.

TENTATIVE AGREEMENT #10 – EMPLOYEE BREAKS AND PREPLANNING ACTIVITIES

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- 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
 - 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 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.

TENTATIVE AGREEMENT #10 – EMPLOYEE BREAKS AND PREPLANNING ACTIVITIES

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November 8, 2019

- 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 faculty meetings activities during preplanning will be reasonable in length 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.


TENTATIVE AGREEMENT #10 – EMPLOYEE BREAKS AND PREPLANNING ACTIVITIES
Article XIV
November 8, 2019

STATUS: As of Nov 8 2019, tentatively agreed to and closed.

For Orange County Public Schools:


James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:


Wendy L. Doromal
President

TENTATIVE AGREEMENT #11 – VISUAL AND/OR PERFORMING ARTS SPONSOR SUPPLEMENT

Supplement Handbook – Co-curricular Fine Arts November 8, 2019

Supplement Handbook
Co-Curricular Activities
Page 5

CO-CURRICULAR

Fine Arts

~~Music-Fine Arts~~ supplements are tied to regular ~~music-fine arts~~ teaching assignments, and are designed to address activities held outside of school hours.

Elementary School Fine Arts Positions

| TYPE | NUMBER OF SUPPLEMENTS |
|------------------------------------------------------------------------------------|-----------------------|
| Music Sponsor | 1 unit per school |
| Visual Arts Sponsor (a) <u>Visual and/or Performing Arts Sponsor</u> | 1 unit per school |

(a) See

qualifications below.

* Additional units may be created based upon written justification and district-level approval.

~~Music-Fine Arts~~ Duties and Qualifications:

The Music Sponsor must have been appointed to a full time instructional position and must be certified in music education. The Music Sponsor is responsible for school activities including assemblies, musicals, and other performances and rehearsal beyond normal school hours, community activities including concerts and special events of importance to the community and festival activities such as Florida Music Educators Association Conference and All-State Chorus; and Orange County Public Schools Honors Music Festival.

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for school activities including such as assemblies, art shows, recitals, performances and other exhibits and ~~art~~ competitions beyond normal school hours.

~~Music-Fine Arts~~ Elementary School Supplement

TENTATIVE AGREEMENT #11 – VISUAL AND/OR PERFORMING ARTS SPONSOR SUPPLEMENT

Supplement Handbook – Co-curricular Fine Arts November 8, 2019

Music Sponsor: 876

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 510

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Co-Curricular Activities
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Co-curricular

Fine Arts

Fine Arts supplements are tied to regular fine arts teaching assignments, and are designed to address activities held outside of school hours.

~~Middle School Visual Arts Positions~~

| TYPE | NUMBER OF SUPPLEMENTS |
|--------------------------------------------------|-----------------------|
| Visual Arts Sponsor (a) | 1 unit per school |
| <u>Visual and/or Performing Arts Sponsor</u> | |

Fine Arts Duties and Qualifications

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for school activities including such as assemblies, art shows, recitals, performances and other exhibits and ~~art~~ competitions beyond normal school hours.

Fine Arts Middle School Supplement

**TENTATIVE AGREEMENT #11 – VISUAL AND/OR PERFORMING ARTS SPONSOR
SUPPLEMENT**

**Supplement Handbook – Co-curricular Fine Arts
November 8, 2019**

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 906

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Co-Curricular

Fine Arts

Secondary fine arts supplements are tied to regular music-teaching assignments, and are designed to address activities held outside of school hours.

High School Fine Arts Allocations

| TYPE | NUMBER OF SUPPLEMENTS |
|--------------------------------------------------------------------------------------------|-----------------------------|
| Band Director | 1 unit per school |
| Associated Band Director | 1 unit per school (a) , (b) |
| Orchestra Director | 1 unit per school (a) |
| Choral Director | 1 unit per school |
| Associated Choral Director | 1 unit per school (a) , (b) |
| Visual Arts Sponsor (a) <u>Visual and/or Performing Arts Sponsor</u> | 1 unit per school (a) |

a): See qualifications

(b): Based on written justification and district approval.

* Additional units may be created based upon written justification and district-level approval.

Music Duties And Qualifications

The Band Director must have been appointed to a full-time instructional position and along with the Associate Band Director must be certified in music education, as a specialist in wind and percussion pedagogy. The Band Director is responsible for the planning, preparation, and supervision of performances conducted by the school's band. The Assistant

TENTATIVE AGREEMENT #11 – VISUAL AND/OR PERFORMING ARTS SPONSOR SUPPLEMENT

Supplement Handbook – Co-curricular Fine Arts November 8, 2019

Band Director supports the Band Director in the performance of his/her duties.

Band performances may include but are not limited to school functions such as football game performances, pep rallies, school related parades and rehearsals, community activities including parades, concerts and special events of importance to its community. Other functions include festival events sponsored by professional associations and under the auspices of the Florida School Music Association such as marching, solo and ensemble evaluation festivals, All-state Band, and All-Conference Band festivals.

The Orchestra Director must have been appointed to a full-time instructional position and must be certified in music education with an emphasis in string pedagogy. The Orchestra Director is responsible for preparing and presenting performances conducted by the school's orchestra.

Orchestra performances may include but are not limited to concerts, chamber ensembles, strolling strings and special events of importance to the school and community. Other functions include festival events sponsored by professional organizations under the auspices of the Florida Music Educators Association including concert festivals, solo and ensemble evaluation festivals, All-State and All-Conference Orchestra festivals and OCPS Honors Orchestra.

The Choral Director must have been appointed to a full-time instructional position and along with the Associate Choral Director must be certified in music education with an emphasis in choral music. The Choral Director is responsible for the planning, preparing and supervising performances conducted by the school's choirs and vocal ensembles. The Associate Choral Director supports the Choral Director in the performance of his/her duties.

Choral performances may include but are not limited to school assemblies, musicals and rehearsals, community concerts and special events and festival events sponsored by professional organizations under the auspices of the Florida Music Educators Association including concerts festivals, solo and ensemble evaluation festivals, All-State Choruses and the OCPS Honors Chorus.

Fine Arts supplements are tied to regular music teaching assignments, and are designed to address activities held outside of school hours.

The ~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor must have been appointed to a full time instructional position and must be certified in one of the arts education. This supplement is designed for those teachers who perform extra duties related to their visual arts/guitar/theatre/dance/piano instructional activities. The ~~Art~~ Teacher is responsible for school activities including such as assemblies, art shows, recitals, performances and other exhibits and art competitions beyond normal school hours.

~~Visual Arts Sponsor~~ Visual and/or Performing Arts Sponsor: 906

**TENTATIVE AGREEMENT #11 – VISUAL AND/OR PERFORMING ARTS SPONSOR
SUPPLEMENT**

**Supplement Handbook – Co-curricular Fine Arts
November 8, 2019**

STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:

A handwritten signature in blue ink, appearing to read "James Preusser", written over a horizontal line.

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:

A handwritten signature in blue ink, appearing to read "Wendy L. Doromal", written over a horizontal line.

Wendy L. Doromal

President

TENTATIVE AGREEMENT #12 – SICK LEAVE BANK COMMITTEE MEMBERS

Appendix D

November 8, 2019

APPENDIX D SICK LEAVE BANK

The Orange County Public Schools Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.
2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.
3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.
4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB .
5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.
6. Any member who wishes to discontinue membership in the SLB may do so during any enrollment period by submitting a SLB withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB at the end of the enrollment period.

TENTATIVE AGREEMENT #12 – SICK LEAVE BANK COMMITTEE MEMBERS

Appendix D

November 8, 2019

7. If the SLB cannot maintain a balance of at least 300 days after replenishment, it will be terminated when the total number of days has been exhausted.
8. Members shall not have to pay back in any manner the number of days used from the SLB except as outlined in the Abuse of Benefits section and the Eligibility for Benefits.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and determine the validity of claims against the SLB. The Sick Leave Bank Committee shall include health care professionals (two non-voting) from the plans in the Benefits Trust, the CTA president ~~or~~ and designee, the OESPA president ~~or~~ and designee, ~~the Orange County Service Unit Executive Director and three~~ two District administrators. Such determination shall be expedited in cases of extreme hardship.
 - a. Step 1: The initial decision is made by a designee(s) of the Committee and sent to the employee.
 - b. Step 2: If the claim of the member is denied, an employee may request, in writing, an appeal of the decision within five duty days of receipt of the denial. Such decisions will be appealed to the full Committee. The decision of the full Committee is final.
2. Quarterly reports of usage of the SLB shall be available to members upon request. A copy shall be provided to the Association and the Fringe Benefits Committee. The report shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 duty days of absence within a thirty duty day period.
2. Subject to Section A.7. above, a member shall draw from the SLB up to a maximum of 100 paid sick leave days per twelve-month period commencing on the first day of paid sick leave from the SLB. The lifetime maximum for any one illness, accident or injury shall be 100 days.
3. In the event a member draws a total of 100 days over any period of time from the SLB, such members shall reinstate their membership by re-establishing eligibility per section A.2.
4. Illness or conditions which were known to exist prior to an employee becoming a SLB member shall not be covered for the first twelve (12) months of membership.

TENTATIVE AGREEMENT #12 – SICK LEAVE BANK COMMITTEE MEMBERS

Appendix D

November 8, 2019

5. A member shall be eligible for the use of the SLB if the member is on Workers' Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.
 6. The SLB will not provide benefits to those members having surgery which is not medically necessary as defined by the OCPS medical plans.
 7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring a pregnancy to full term.
 8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within twenty (20) workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2. above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.
 9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.
 10. The SLB shall not cover unauthorized leaves.
- D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:
1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.
 2. Any sick leave drawn from the SLB must be used for a member's personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.
 3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to rendering a decision as to the number of days to be granted.

TENTATIVE AGREEMENT #12 – SICK LEAVE BANK COMMITTEE MEMBERS

Appendix D

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4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the Sick Leave Bank Committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing the member shall be denied and /or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure; however, the arbitrator shall limit his decision as to whether or not the finding was justified. The decision shall not be split.
2. Proven abuse of the SLB shall result in permanent termination of membership from the SLB.
3. Alleged abuse of the SLB may be considered grounds for disciplinary action in accordance

STATUS: As of Nov 8, 2019, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:



Wendy L. Doromal

President

TENTATIVE AGREEMENT #13 – TARGETED SCHOOLS SUPPLEMENT

Appendix A-4

November 8, 2019

APPENDIX A-4

TARGETED SCHOOLS SUPPLEMENT

Eligible teachers who work at schools which are on the Targeted School List (inclusive of the School Transformation Office schools ~~and~~, elementary and middle schools with previous school grade of an “F” or three consecutive “D’s”, and high schools with a previous grade of “F” or one “D”) will receive a bi-weekly supplement.

Teachers assigned to the Targeted Schools will receive a minimum annual supplement in the amount of \$1,500 paid bi-weekly. An additional annual amount of \$1,100 paid bi-weekly funded by Title I will also be provided.

The amounts may vary contingent on available funding and the number of Targeted Schools. In the event a school no longer qualifies for this supplement, all eligible teachers may continue to receive the supplement for one additional school year.

The current list of schools will be maintained on the OCPs Compensation and Labor Relations webpages.

~~2016-17 TARGETED SCHOOLS LIST~~

| | |
|-------------------------------------------|-----------------------------------------|
| Academic Center for Excellence | Oak Ridge High |
| Catalina Elementary* | Orlo Vista Elementary |
| Eccleston Elementary | Pine Hills Elementary |
| Evans High | Positive Pathways |
| Gateway School | Ridgewood Park Elementary |
| Ivey Lane Elementary | Rock Lake Elementary |
| Jones High | Rolling Hills Elementary |
| Lake Weston Elementary* | Rosemont Elementary* |
| Lockhart Elementary* | Shingle Creek Elementary |
| Meadowbrook Middle | Washington Shores Elementary |
| Mollie Ray Elementary | Tangelo Park Elementary* |
| Memorial Middle* | |

TENTATIVE AGREEMENT #13 – TARGETED SCHOOLS SUPPLEMENT

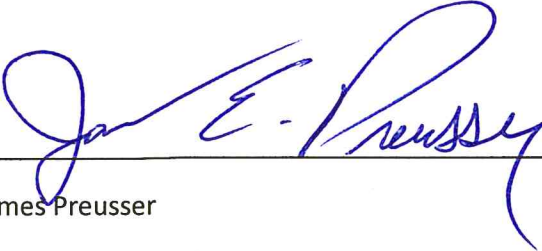
Appendix A-4

November 8, 2019

~~*These six schools have been submitted for the FLDOE Phase III Plan. Funds will be awarded by October 1, 2017. If any or all of these schools are granted the award, the schools shall not be eligible for the Targeted Schools Supplement as of the date the award is granted.~~

STATUS: As of Nov 8, 2019 tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:



Wendy L. Doromal

President

TENTATIVE AGREEMENT #14 – CBLT MEMBERS

Article XXIII

November 8, 2019

ARTICLE XXIII

DURATION

The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect, except as modified in accordance with the provisions of this Contract, through and including June 30, 2021.

COLLABORATIVE BARGAINING LEADERSHIP TEAM MEMBERS

| | | |
|---------------------------------|----------------------------|-------------------------------|
| Maribel Aponte | Farrah Hawkins | Irine Roth |
| David Azzarito | <u>Matthew Hazel</u> | <u>James Preusser</u> |
| <u>Nicholas Anderson</u> | Alex Heidelberg | <u>Maribel Rigsby</u> |
| Rob Bixler | Myrlene Jackson-Kimble | <u>Elizabeth Silva</u> |
| Leigh Ann Blackmore | <u>Daphne Lewis</u> | <u>Kenneth Simmons</u> |
| David Cintron | Josh Katz | Mary Grace Surrena |
| Doreen Concolino | Michael Marzano | Michelle VanderLey |
| Albert Davies | Clinton McCracken | Patricia R. Walker |
| Wendy Doromal | <u>John McHale</u> | Wendy Wing |
| Jason Duke | Phyllis Mills | Tom Winters |
| Gloria Fernandez | Megan Oates | Stephanie Wyka |
| Ian Gesundheit | Kelly Paduano | |
| Theresa Harter Miles | Clay Phillips | |

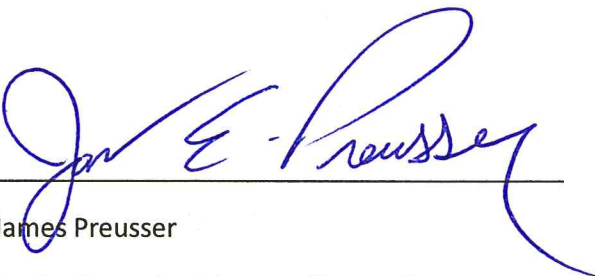
TENTATIVE AGREEMENT #14 – CBLT MEMBERS

Article XXIII

November 8, 2019

STATUS: As of 11-8-19, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association:



Wendy L. Doromal
President