

MINUTES

CTA CBLT

Via Zoom

May 14, 2020

In Attendance

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

Additional Attendees/Guests

John Palmerini	District	Lucia Piva	CTA	Mark Richard	CTA
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Minutes

Jim Preusser	Are we ready to get started? It is not necessary to use the video feature for this call. Everyone please remember to mute your microphone when you are not speaking.
Jim Preusser	Good morning CTA. I will turn this over to Wendy. We will listen and capture what your comments and proposals are.
Wendy Doromal	First on the agenda is: Mental Health course – We had 1002 survey participants. 67% felt that mental health professional should present the course in person and 12% were ok with a video. Only 4.2% felt the course was good the way it was. Since distance learning has been successful, perhaps that is something we can consider. Maribel is going to go through the MOU that we propose. See Appendix A.
Lucia Piva	Jim, I sent you all the proposals this morning at 9:15.

Maribel Rigsby	<p>I will start with MOU for mental health.</p> <p>The first part states the State Board Rule that establishes the instruction for mental health awareness: Rule 6A-1.094121.</p> <p>Provided by qualified Mental Health professionals.</p> <p>The five hours of instruction provided online in one hour increments on five separate days.</p> <p>Reviewed by Instructional personnel selected by CTA.</p> <p>Instructional used as facilitators, not evaluated during this time.</p> <p>The course will not be used in the calculation of the Student Learning Growth score.</p>
Wendy Doromal	Do you need time to review that?
LeighAnn Blackmore	Yes, you can assume that since we have not had time to read or review it.
Wendy Doromal	Next non reappointment.
Mark Richard	<p>109 annual contract teachers not reappointed. Through this MOU, we are trying to address the pandemic and the state waiver of evaluation and the 3.0 language in the Contract. This recommendation should be across the board because we cannot meet the mandate of the legislation for evaluation scores.</p> <p>#2: given the pandemic Articles VII and X are temporarily modified as follows:</p> <p>Principals shall recommend all annual contract teachers subject only to budgetary constraints. Annual Contract teachers shall have the opportunity to interview at the same time as PSC teachers.</p> <p>I don't know if you have anything to respond. See Appendix B.</p>
Jim Preusser	Let us review the MOU and then will respond after caucus.
Wendy Doromal	I have been reviewing the list and am asking LeighAnn to explain the terminology. Are they annual contract, temporary contract, probationary contract or substitute teachers?
Jim Preusser	That was a preliminary list, not a final. You sent a request for information, so we tried to fulfill that. We will give you a final later.
Maribel Rigsby	Now for threat assessment. Proposal provides a supplement for the threat assessment team because they have many responsibilities on this committee. We have established an allocation for meeting because they are happening after school and involve teachers from outside the school. See Appendix C.
Jim Preusser	We will review in caucus.
Wendy Doromal	<p>Other topics:</p> <ol style="list-style-type: none"> 1. Administrators are telling teachers to expect a RIF. More annual contract teachers will be let go. They have also been telling teachers to expect huge class sizes. 2. Revisit distance learning for summer school. 3. CTE issues for summer school and other issues. 4. What reopening of schools will look like? AFT and CDC have published some guidelines that you should consider.

Jim Preusser	RIF: Would you give me some specific schools where that might be happening?
Wendy Doromal	It is a concern and I have sent that to you.
Jim Preusser	Leadership has not given us any information on a RIF. We will look into that.
Mark Richard	<p>These are impact bargaining topics— non-reappointment, mental health, threat assessment. We would like to take these topics to Labor Management meetings to see if it can be worked out.</p> <p>We have to elevate science of reopening— we have no do overs and mistakes can cost lives. Want to be as close to perfect in the first attempt. For example: handwashing stations outside of rooms, what to do about students exhibiting fever and have nowhere to go, temperature scans for every student, split shifts, one way travel. Where are the teacher, social worker, school psychologist, principal voice in this? We want to do this together with you. We want to work on this in labor management. We will get you the AFT reopening document. Very impressive work.</p>
Jim Preusser	If there are series of questions and a document you are referencing, please share with us. Please compile and it will help us understand your positions.
Mark Richard	We want to be involved in the planning, not on the outside. We don't want to do this in the normal linear fashion...best way to solve a crisis is to be involved in the crisis. Be involved in every step of the way. We don't want to react to what the District has put in place.
Jim Preusser	Safety is the number 1 priority for students, employees and public. Plan to involve CTA when the time is right. I have had no conversations with leadership. Our intention is to bring you in as soon as possible.
Wendy Doromal	We have a new FaceBook post that links to AFT report, and I sent the AFT report to Dr. Jenkins.
Jim Preusser	I will probably be speaking to Dr. Jenkins today.
Wendy Doromal	<p>Main table:</p> <p>Wages: we don't have a signed budget from Governor. The District has received \$55 M in new funds from Federal Government. Also, was given discretion to change line items. I understand that everyone would have a laptop by July. We know you have savings from busses not running and the schools being shut down. We will meet with School Board to tell them our priorities. We will be sending priorities to you.</p>
Jim Preusser	As it relates to the budget, the governor has not signed. There may be a special session, it has neither been confirmed nor denied. We don't know where it stands for Florida or the District. When I have a better understanding of that with Superintendent and the CFO, I will know more. I understand your position and we can continue to talk it out.
Wendy Doromal	I will be submitting questions to CFO through the Board. I will get the questions to you ahead of time.
Jim Preusser	That would be perfect, thank you.

Mark Richard	<p>AFT is very involved in DC to push for stimulus money for school districts. The house has moved on that while the Senate and White House is against it. We would like to work with you about that. The impact on government revenues are serious. It is a national challenge to keep schools open.</p> <p>Main Table Bargaining issues:</p> <p>Article II. Section K. we propose that collaborative bargaining be changed from a constant state of bargaining. It stresses relationships. It is not the most efficient to members. We want to say collective bargaining and to follow Florida Statutes Chapter 447. We don't want to reference CBLT anymore. Propose striking K and bargaining be patterned after 447.</p> <p>Committees: Labor management Committee will continue. We want to keep these standing committees-- Evaluation and Appeals committees, Sick Leave Bank and Fringe Benefits committees. The committees always come back to main table. We wanted to give to you in concept before submitting language. Collaborative sense is the same. We will have proposal next time.</p>
Jim Preusser	<p>We will look forward to the proposal. I do agree that the Labor Management Committee has been useful. We will have more comment when proposal comes to us.</p>
Mark Richard	<p>Article IV Association Rights Section K— change CBLT to parties, meet by September 15 instead of March 1 on the school calendar. #4(new)-24 hour notice before sending out communication to the bargaining unit. #5 copied on all grant applications 60 days before Board presentation. You can tell us how many days it will take to get the presentation out to the Board. See Appendix D.</p>
Jim Preusser	<p>#4 will be a tall task.</p>
Wendy Doromal	<p>It's for your review Jim. It is easy to cc someone when you send things, causes less confusion.</p>
Jim Preusser	<p>I believe we do a good job of giving things to you. Things at school level we might not see before it goes out.</p>
Wendy Doromal	<p>Here's an example of confusion: Picking up personal items. We thought there would be a District memo on that. But it went to principals not teachers, and the word from principals was very different and confusing school by school.</p>

Maribel Rigsby	<p>Teacher Rights and Responsibilities: Article VII – this language is for non- classroom teachers, psychologists, social worker, etc. Referrals must be submitted in writing to these personnel before they will provide services.</p> <p>Walkthrough new language. I.1 and 2 (new). This is just for the Article VII.... Ties into what we proposed for Article X. 1.-Visits to the classroom limited to 3 team members and must be mutually agreed to. 2.-Teachers to be notified prior to any visit or walkthroughs conducted by administrators.</p> <p>P. (new) Attendance outside of contractual time-voluntary, non attendance outside of contractual hours will not affect Domain 4 ratings.</p> <p>Q. (new) School Counselor ratio no greater than 250:1</p> <p>R. (new) No additional assignments based on being bilingual. Not to interpret or translate documents or from people. Mostly Spanish and Creole. Other languages get certified interpreters. See Appendix E.</p>
Mark Richard	We would like this ratio be in normal times and especially during these times. It's about acuity of presentation to students.
Maribel Rigsby	<p>Article X.C.1.k (new)- you have seen this language before...walkthroughs. See Appendix F.</p> <p>Duty Day- Article XIV.C.1. (new) Language to provide long term certified sub for non-classroom personnel on leave. See Appendix G.</p>
Mary Grace Surrena	Leaves of Absence-Article XVIII- School Psychologists want to take leave in one hour increments. This is the 4 th time since January this has been a topic and the district said they would respond. We don't have subs so taking leave in one hour increments would limit the time we would have to be away from our work. Has not been a problem in the past. See Appendix H.
Jim Preusser	We will have a response for you after the caucus.
Maribel Rigsby	<p>New Supplements: for non-classroom teachers. These are not new supplements, we want non-classroom personnel to be eligible for these supplements too. See Appendix I.</p> <p>Evaluation Manual: move school counselors and SAFE from classroom to non-classroom. See Appendix J.</p> <p>Nurse Appendix F-move from 196 to 197 days. Lead nurse to receive supplement as a lead mentor, to be included on interviews for new nurses. We want have a sub nurse when a nurse is on a long term leave. And the Lead nurse to nurse ratio 15:1. See Appendix K.</p>
LeighAnn Blackmore	We have already signed a TA and MOU to change 196-197.
Maribel Rigsby	Yes? Oh yes, we have. Thank you.
Maribel Rigsby	<p>OCVS teachers- change to 7 am start for a 13 hour period for the 7.5 hour day. Not required to attend after hours activities.</p> <p>Supplement for WiFi or get a hot spot from the District. See Appendix L.</p>
Wendy Doromal	That wraps it up for us. Jim do you want to present anything?

Jim Preusser	Not at this moment. We need to caucus for 15 minutes or so. We will send you the proposals we want to go over so you can review. We will let you know when we are ready to come back.
CAUCUS (From 11:00 AM to 12:01 PM)	
Wendy Doromal	Would you like to go over your proposals?
Jim Preusser	Did you receive the documents? We had a chance to look at your documents. We have a response to nonreappointment language. Because that is in litigation, I am turning this over to John Palmerini.
John Palmerini	We are still in litigation about this. We have the ULP with exceptions filed by the union, and a pending grievance from last year and Union trying to take it to arbitration. Since the MOU embraces subjects in litigation, we cannot talk about the MOU.
Mark Richard	Understand your position but I think this can help this situation. We need to clear it up. Is the same time period covered by the hearing officer?
John Palmerini	I think so, past and future.
Mark Richard	If litigation stops all bargaining, we never would get anything done.
LeighAnn Blackmore	Proposal #4. School Psychologists paid holiday: On March 11, we met with Wendy and Maribel to talk about the payroll calendar with the School Psychologists' new 11 month structure. This year the psychologists' calendar ends on June 9. In 2020-21 the school year starts July 1 and ends June 10. In 2021-22 they will be moved to a calendar that goes from July 22 thru June 30. With that, Independence Day cannot be a holiday. We first selected President's Day, but we use that as a makeup day and it must remain unpaid day. So then, we selected one day during the Winter Break. They will actually be paid for December 25 but it has to be called Winter Holiday. See Appendix M.
Mary Grace Surrena	Thanksgiving Holiday, should it be plural?
LeighAnn Blackmore	If it is plural, get 2 days.
Mary Grace Surrena	Why do 10 month and 11 month employees only get one day?
LeighAnn Blackmore	I will double check. Probably should be an s on Thanksgiving for 2 days.
Jim Preusser	We would like to sign off today and TA it. It has to get to Payroll to get it configured.
Wendy Doromal	We will talk about it and get back to you.
Jim Preusser	We will put it in a TA form and send it to you.
LeighAnn Blackmore	Proposal #5: This is mutually agreed upon compliance language worked out around a year ago. Maribel and I worked on this together. It is about correcting web links, department names and the like. See Appendix N.
Jim Preusser	Basically it is clean up, nomenclature agreements. Updates, etc.
Wendy Doromal	We will have to look at it all.

Jim Preusser	<p>Proposal #6 - Common planning proposal: let's go back to the proposal you gave us on the Leaves of Absence for school psychologists take leave in one hour increments. We are struggling with this, because it is the only group that would get this. School Psychologists also fall under the collective bargaining agreement. And we want to make it consistent, however I understand it has been going on for a while for this group.</p> <p>We are willing to give on the Psychologist piece but we need something in return, and that is common planning from once a week to three. See Appendix O.</p>
Wendy Doromal	<p>There are parts of the Contract where different language speaks to different employees. It was mean-spirited of LeighAnn to take away the option.</p> <p>It is never going to happen for 3 days.</p>
LeighAnn Blackmore	<p>I need to clarify. It was not mean-spirited on my part. Psychologists needed to be in compliance with the language. The reason it is still on going? When you brought it in January, I said we would let it continue until we had made an agreement.</p>
Jim Preusser	<p>It's not a Labor Relations decision. We took it to leadership. That's why we are proposing it. At the end of the day we can consider what you are proposing, we have to get something back.</p>
Wendy Doromal	<p>That is why I am saying it is mean-spirited. You first say it has to be compliance, but when you make your deal it doesn't have to be in compliance</p>
Mary Grace Surrena	<p>We work more days and get same sick days as the 216 day teachers. We don't fall into the category of teachers.</p>
Jim Preusser	<p>I am not sure what you are saying.</p>
Mary Grace Surrena	<p>There is some language where teachers can come in late, leave early.</p> <p>Article VII.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>
Wendy Doromal	<p>Just the fact that psychologists work more days than other 11 month employees, you are not putting 11 month employees in compliance, unless...</p>
LeighAnn Blackmore	<p>They have the number of days they asked for.</p>
Jim Preusser	<p>"Teacher" is an all-encompassing term for all the employees in the bargaining unit...the language that is already there is for psychologists, too. The 2 hour language means that they don't have to use an hour of sick time.</p>
Jim Preusser	<p>That is all I have right now. Do you want to set another bargaining date for next week?</p>
Wendy Doromal	<p>Topics?</p>
Jim Preusser	<p>We will respond to your proposals. We'll either counter or provide specific responses. Some are new and we need to give a comprehensive response. If you have specific questions, please submit to us in writing.</p>
Wendy Doromal	<p>We don't have questions, we have solutions.</p>
Jim Preusser	<p>Ok, we will look at the proposal and have a response.</p> <p>We will get the holiday language to you in a TA form.</p>

Appendix A

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

This Memorandum of Understanding is made on this ____ day of May 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the roles of Instructional Personnel* as they relate to Rule 6A-1.094121 Mental and Emotional Health Education.

WHEREAS, Rule 6A-1.094121 establishes Mental and Emotional Health Education for grades 6-12.

WHEREAS, Rule 6A-1.094121 provides that:

“School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse.”

WHEREAS, Rule 6A-1.094121 also provides that:

“By December 1 of each year, each school district must submit an implementation plan to the commissioner at MentalHealthEducation@fldoe.org and post the plan on the school district website. The implementation plan must include:

- (a) The specific courses in which instruction will be delivered for each grade level;
- (b) The professional qualifications of the person delivering instruction; and
- (c) A description of the materials and resources utilized to deliver instruction.”

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided online and on five separate days in one-hour increments.
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by Instructional personnel selected by OCCTA.
4. Instructional personnel used as facilitators for the course will not be evaluated during Mental Health course

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as: “A certified employee of the bargaining unit” and covers all instructional personnel.

instruction.

5. The five-hour course will not be used for the calculation of the Student Learning Growth.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the Mental and Emotional Health Education. As such, this MOU does not establish a precedent beyond the time period set forth herein.

Dated this _____ of _____ 2020

For Orange County Public Schools
Association

For Orange County Classroom Teachers

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as: "A certified employee of the bargaining unit" and covers all instructional personnel.

Appendix B

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

This Memorandum of Understanding is made on this ____ day of May 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the application of Articles VIII(F)(2) and X(E)(5) of the parties Collective Bargaining Agreement for the 2019-2020 school year.

WHEREAS, the State has waived annual evaluations required under section 1012.34, Florida Statutes, for the 2019-2020 school year.

WHEREAS, Article VIII(F)(2) of the CBA provides that:

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.

WHEREAS, Article X(E)(5) of the CBA also provides that:

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.

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.
2. The parties acknowledge and agree that, given the current circumstances of the Pandemic and the State's waiver of evaluations, Articles VIII(F)(2) and X(E)(5) are temporarily modified for the 2019-2020 school year as follows:

The principal shall recommend for reappointment all annual contract teachers, subject only to available budget allocations at the school. 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.

3. This agreement shall not waive the Union's right to invoke the protection of these Articles for any other school year.
4. This temporary modification shall not be considered a waiver by the Union of bargaining or of the application of these Articles upon the conclusion of this MOU; nor shall it be considered precedent as to the application of Articles VIII(F)(2) and X(E)(5).

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the modification of Articles VIII(F)(2) and X(E)(5) for the 2019-2020 school year. As such, this MOU does not establish a precedent beyond the time period set forth herein.

Dated this _____ of _____ 2020

For Orange County Public Schools
Teachers Association

For Orange County Classroom

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

Appendix C

CTA PROPOSAL
2019

Supplement Handbook

Threat Assessment Team

Type	Supplement
Member of the Threat Assessment Team	1000
Allocation Per Meeting	50

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.

Appendix D

K. Mutual Agreements

1. ~~Prior to March 1 of~~ **At the first bargaining team meeting, no later than September 15th each year,** the ~~CBLT~~ parties shall meet to negotiate the tentative school calendars for the following year **and shall reach an agreement that adheres to 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.
 4. **The District agrees to notify OCCTA 24 hours before sending any notice, memo or other correspondence to the members of the bargaining unit, and will send a copy of such communication to OCCTA at the time of notice.**
 5. **OCCTA shall be copied on all grant applications submitted by the District and shall receive copies of grant packages that will be submitted to the School Board 60 days before they are presented at any School Board meeting.**
- 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 E

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

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.

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.

7. All referrals must be submitted in writing before Audiologists, Behavior Specialists, Diagnosticians, District Staffing Specialists, Mental Health Counselors, Psychologists, Social Workers, ESOL compliance, School Counselors, or Safe Coordinators begin providing services (unless an emergency referral was made by the threat assessment team).

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.

1. **Administrator or District classroom visits will be limited to no more than three (3) team members. A mutual agreement between the teacher and principal is required for a visit by a team of more than three (3) members.**
2. **Teachers will be notified prior to any visit or walkthroughs to be conducted by District Administrators. The notice shall include the date, time, and names of the participants.**

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.

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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. If the investigation exceeds thirty (30) calendar days from the date all material allegations are received, the Employee Relations office shall provide the Association with an update and every thirty (30) days thereafter until completed. Employee Relations will provide the Association with a report 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. Attendance to events outside of the contractual time will be voluntary. Non-attendance at activities outside of contractual hours will not affect Domain 4 ratings.

O. The student to School Counselor ratio will be no greater than 250:1.

R. Employees shall not receive additional assignments based on being bilingual.

1. Members of the Bargaining Unit shall not be required to translate and / or interpret during meetings. Instructional personnel might volunteer to translate and / or interpret during meetings.

2. Instructional Personnel should not be required to complete students' evaluation in their native language, unless included in their job description.

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 on line 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

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- (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 time lines 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.

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- 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 roster 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).
- k. Except as otherwise expressly permitted by paragraphs 2, 3 and 4 of this Section, walkthroughs and visits to a classroom by school or district administrators and personnel will be limited to no more than one per week. This does not apply to teachers on a PIP or requests made by teachers to the evaluating administrator to informally observe a lesson or class.**
- l. Written feedback will be provided within 48 hours of any walkthrough.**

2. Non-Evaluative Coaching Observations

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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:
 - o 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.
 - o Category 2A: Two observations
 - o 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.
 - o 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:

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- 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:

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- 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.

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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:

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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 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.

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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
 - 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.

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Appendix G

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.

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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 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.

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.

1. The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave.

- 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.

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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 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

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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

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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, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.
- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

Appendix H

ARTICLE XVIII

LEAVES OF ABSENCE

A. General Provisions

1. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the administrator on a request for leave of absence form.
2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the time s/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.
3. Leaves of absence shall be reported in increments of full or half days **with the exception of 11-month, 228 day, school psychologists who may utilize leaves of absence in one-hour increments.**

Appendix I

**APPENDIX A - 2
SUPPLEMENT SCHEDULE**

<u>NON-CLASSROOM CERTIFIED PERSONNEL</u>	
<u>Position</u>	<u>Pay</u>
<u>Event Coordinator</u>	<u>\$908</u>
<u>Special Duty</u>	<u>\$782</u>
<u>Team Lead</u>	<u>\$74</u>
<u>Mentor</u>	<u>\$793</u>
<u>New Hire Mentor</u>	<u>\$227</u>

Employees that volunteer to be a mentor will be provided a mentoring supplement for as long as they are serving in that capacity.

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Appendix J

APPENDIX B

Learning Map for Non-Classroom Personnel

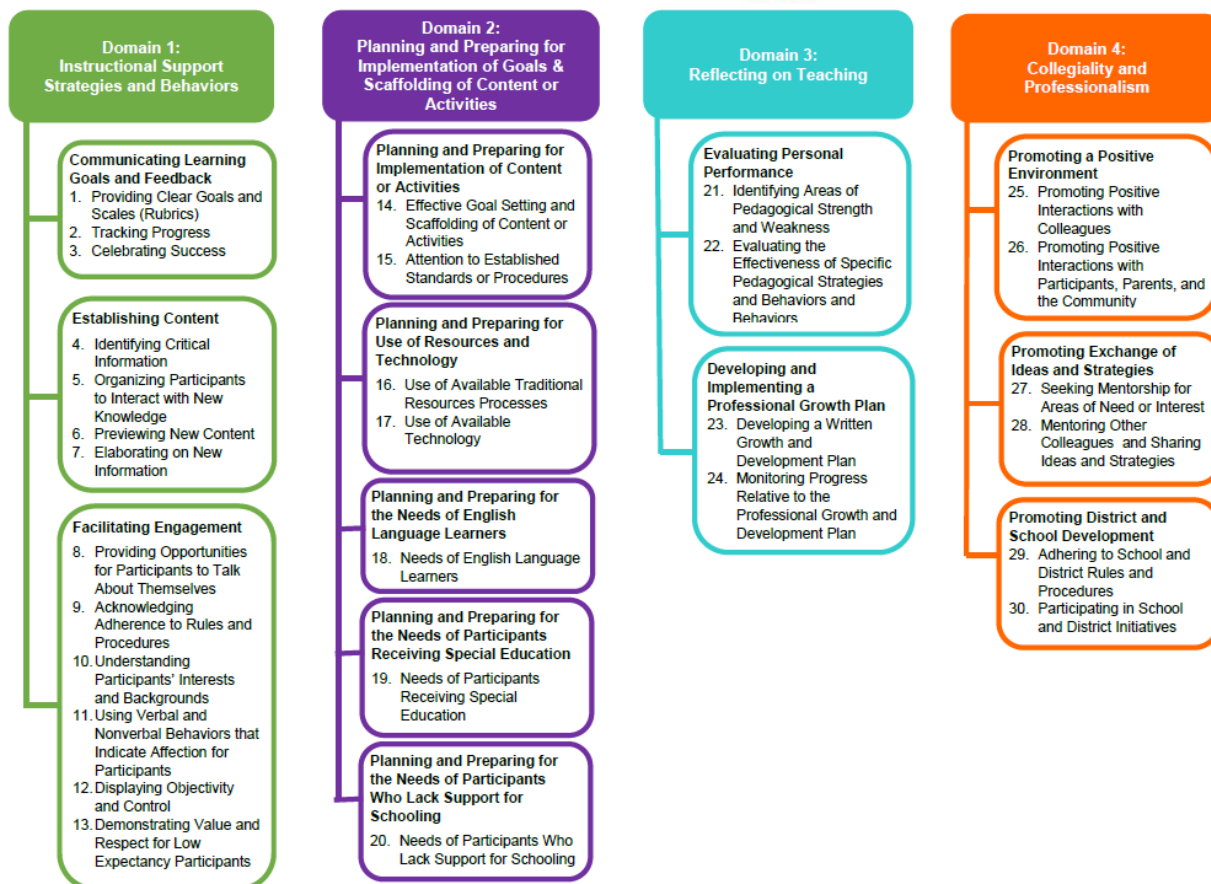
Audiologists, Behavior Specialists, Diagnosticians, District Staffing Specialists, Mental Health Counselors, Psychologists, Social Workers, Testing Coordinators, ESOL Compliance, **School Counselors and Safe Coordinators.**

Streamlined Evaluation Model for Non-Classroom Instructional Personnel
Learning Map



Learning Sciences
MARZANO
CENTER

Learning Sciences International
LEARNING AND PERFORMANCE MANAGEMENT



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Appendix K

APPENDIX F REGISTERED NURSES

A. The following articles and sections are not applicable to registered nurses:

1. Article VI, Section Q.6.
2. Article VII
3. Article VIII, Sections A - I., N., Q., R.
4. Article IX, Sections B., C., D., and G.8. and 12.
5. Article X, Sections A., B., C, D., E., H. K.2.
6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
7. Article XV, Sections F., G., and H.
8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
9. Article XVII, Sections H. and O.
10. Article XVIII, Section E.1.

B. The work year for registered nurses shall be ~~196~~ **197** days including six paid holidays.

C. Any employment beyond the ~~196~~ **197** days per year shall be considered as extended employment, and be based upon the daily rate of pay.

D. The probationary period shall be for three years, in accordance with the following:

1. During any of the first three years of employment, termination shall be for cause only.
2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.

E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.

F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.

G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.

H. Lead Nurses will receive the same supplement as a Lead Mentor.

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.

1. Lead Nurses will be included on interviews for new nurses.

2. The Lead Nurse will be notified within 5 days of newly hired nurses.

3. The Lead Nurse to nurse ratio will be 15:1.

I. The Board will provide a substitute nurse when a nurse is on a long-term leave.

Appendix L

APPENDIX H ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

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

1. Instructors shall have a 7.5 hour duty day within a ~~twelve~~ **thirteen** hour period.
 - a. The ~~twelve~~ **thirteen** hour period shall be from ~~8:00~~ **7:00** am to 8:00 pm
 - b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm
 - c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.
 - d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.
 - e. **The administrator may require attendance at one Open House, whether at OCVS or a lab school. Virtual Instructional Personnel will not be required to attend other after-hours activities, including curriculum nights or call nights.**
2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OCVS instructors are to use the planning period primarily for preparations.

3. Virtual Instructional Personnel will be provided with a hotspot or a supplement amount of [TBD] for WiFi/hotspot.

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

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

1. **Virtual School Instructional Personnel will receive the 7th period supplement if the number of students exceeds 180 and/or if they have over 5 preparations.**

Appendix M

DISTRICT PROPOSAL #4
School Psychologist Paid Holiday
Effective 2021-22 School Year
May 14, 2020

APPENDIX B

PAID HOLIDAYS and ADDITIONAL VACATION DAYS

**TEN AND ELEVEN MONTH
EMPLOYEES:**

Holiday
Labor Day
Thanksgiving <u>Holidays</u>
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:

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

* 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 N

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

ARTICLE I
RECOGNITION

- E. Any official notice between the Association and the Board required under this Contract shall be made by U.S. mail, by ~~facsimile~~ email, or by hand delivery to a designated representative of the party.

ARTICLE II
NEGOTIATIONS PROCEDURES

- L. Provisions to submit issues to the CBLT

1. Employees shall submit issues to the CBLT using the Issues for Submission form found on the CBLT websites: <https://www.ocps.net/es/legislative/laborrelations/Pages/default.aspx> https://ocps.net/UserFiles/Servers/Server_54619/File/Departments/Human%20Resources/Labor%20Relations/CTA/CTA%20Issues%20Submission%20Form%202018-19.pdf and [www.orangecta.com](http://orangecta.com) <http://orangecta.fea.aft.org/>.

- M. Committees of the CBLT

6. Committees and Task Forces

- a. Standing Committees

The Collaborative Bargaining Leadership Team has established standing committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees are as follows:

- 1.) Finance and Compensation
- 2.) ~~Assessment~~ Evaluation
- 3.) Human Resources
- 4.) Compliance
- 5.) Calendar
- 6.) Grants

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

ARTICLE III
GRIEVANCE PROCEDURE

B. General Provisions

5. The Association shall inform the ~~Employee Relations~~ Human Resources Department designee(s) of the grievance number, school and grievant's name when a written grievance is filed.
12. If a grievance arises as the result of a condition which the administrator is without jurisdiction to resolve, the grievance shall be filed directly to the ~~Employee Relations~~ Human Resources Department designee(s), 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 ~~Employee Relations~~ Human Resources Department designee(s), with a copy to the Association.

C. Grievances shall be processed as outlined below. The employee may choose to have representation at all steps of the process.

2. Step II: Written Grievance

Failure to reach an agreement or failure to respond in six (6) duty days will automatically move the grievance to Step III. The grievance form shall be obtained by the employee from the Association office. Changes to the grievance form shall be mutually agreed to by the parties.

If the discussion above does not resolve the issue satisfactorily, the employee may file a written grievance within ten (10) duty days following the employee's receipt of the administrator's response. The written grievance shall be presented by the employee during a meeting with the administrator.

The written grievance shall contain:

- Specific date of alleged violation
- Date of Step I meeting
- A concise statement of the facts upon which the grievance is based
- A reference to the specific section(s) of the Contract allegedly violated
- An explanation as to how the employee believes each cited section was violated

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

- A suggested remedy by the employee.

Copies of the grievance shall be sent to the ~~Employee Relations~~ Human Resources Department designee(s) and the Association. A response shall be provided by the administrator, in writing, within six (6) duty days from receipt.

3. Step III: District Level Hearing

If the grievant is not satisfied with the disposition of the grievance by the administrator, s/he may appeal the grievance to the Superintendent/designee. Such appeal shall be made within six (6) duty days of the receipt of the administrator's response, and include the scheduling of a meeting in an effort to resolve the dispute. The meeting shall take place within then (10) duty days of filing and shall include the grievant, his/her representative if requested by the grievant and a member of the ~~Employee Relations~~ Human Resources Department designee(s). Dialogue is encouraged to reach resolution prior to the meeting and both parties shall present any evidence to substantiate their positions in the matter. Within ten (10) duty days of the meeting, the Superintendent/designee shall respond to the grievance in writing.

ARTICLE IV
ASSOCIATION RIGHTS

B. Site Association Representatives

5. The Association shall provide and maintain a current list of site Associations Representatives and provide such a list and updates to ~~Employee Relations~~ the Human Resources Department designee(s).

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~~ District EEO Officer and the

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

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.

- G. The administrator shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety.
5. Individual schools, through discussions between the administration and the ~~faculty committee~~ Faculty Advisory Committee, shall be responsible for developing alternative ways of emergency notification in applicable cases where employees do not have access to telephones or intercoms.
- 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.

ARTICLE VIII
CONTRACTS, CERTIFICATES AND
OTHER CONDITIONS OF EMPLOYMENT

- B. The Board shall issue individual electronic contracts to each teacher which shall include their position name and current annual salary for the school year and such additional salary as may be prescribed and subject to collective bargaining. Teachers shall electronically sign contracts and have access to a copy. The individual contract shall be electronically signed by the teacher within twenty (20) duty days of its issuance. If any individual contract contains any provision inconsistent with this Contract, this Contract shall be controlling.
- M. The Board shall provide a record of in-service points earned for certificate extension to each teacher at least twice during each school year. A teacher may request in-service points for participation in training designed to enhance a teacher's competency. If the training has not been previously approved, the teacher may submit a written request to the ~~Office of Training and Development~~ Talent Acquisition and Human Resources Compliance Department for approval. The record shall include approved in-service courses, and when feasible, in-service hours earned but not approved for credit.

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

ARTICLE IX
ASSIGNMENT AND TRANSFERS

G. The following provisions shall apply to the transfer of teachers:

7. When involuntary transfers become necessary, the administrator shall meet with the affected department(s)/program(s) to seek volunteers. Volunteers will be selected, based upon greatest seniority. If there is an insufficient number of volunteers, the selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: contract type, degree, selection by lot.

ARTICLE X
EVALUATION

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

1. General Provisions:

- 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/>

<https://ocps.net/departments/professional-learning-department/evaluation-systems/district-trained-observers-list/>

ARTICLE XIV
DUTY DAY

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.

2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.

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~~ or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

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.

ARTICLE XVI
SALARY

B. Differential Pay

3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.

4. Supplement Handbook

~~d. The allocated supplement amounts in 2014-15 will be increased by 3% for 2015-16 and shall be effective July 1, 2015.~~

F. Method of Payment

9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day, in which case employees will be expected to make arrangements for either mailing or pick up of their last check.

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

APPENDIX A-2 SUPPLEMENT SCHEDULE ~~(EFFECTIVE 2015-16)~~
Laned High School Athletic Supplement Rates

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

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

Bow ling	941	1054	1246	1522	Bow ling	1176	1317	1496	1827
Bow ling Asst.	627	702	830	1015	Bow ling Asst.	784	897	997	1217

* Color Guard/Winter Guard Sponsor: Until such time as the parties have the resources to fund new supplements, the color/winter guard sponsor may be paid up to 3 Extra Curricular Activities. The Parties have established that the color/winter guard sponsor shall be paid at the rhythmic gymnastics level, once we have the funds.

Laned High School Fine Arts Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Band Director	3795	4250	4743	5313
Band Director Assistant	2530	2834	3162	3541
Choral Director	2770	3102	3435	3878
Choral Director Assistant	1847	2068	2290	2585
Orchestra Director	2770	3102	3435	3878

Laned High School Co-Curricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Digital Media/Newspaper	2770	3102	3435	3878
JROTC	2770	3102	3435	3878
Student Council	2770	3102	3435	3878
Student Council Assistant	1847	2068	2290	2585
Yearbook	3795	4250	4705	5313

Laned High School Extracurricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Drama/Thespian	2770	3102	3435	3878
Drama/Thespian Assistant	1847	2068	2290	2585
Forensics	2770	3102	3435	3878
Jr. Class Sponsor	2770	3102	3435	3878
Senior Class Sponsor	2770	3102	3435	3878

95

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

Other High School Supplements

Type	Supplement
Agribusiness (4)	1401
Agribusiness Extended	315
Club Sponsor (2)	453
Department Chair/Team Leader	74/person
Extracurricular Activities Sponsor	453
FFA	700
Freshman/Sophomore Class Sponsor	453
Lead Mentor	793
Magnet Program Coordinator	1530
New Instructional Personnel Induction Mentor	227/beginning instructional personnel
Professional Development Certification Program (PDCP) Mentor	453
Quiz Bowl	1360
Special Duty	782
Sports Abilities Team	453
Visual and/or Performing Arts Sponsor	906
Wellness Representative	782

Laned Middle School Athletics Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	4-6 Years	7-14 Years	15+ Years		0-3 Years	4-6 Years	7-14 Years	15+ Years
MS Athletic Director	2034	2278	2582	2847	MS Athletic Director	2542	2847	3153	3560
Head Coach, Sports	1085	1214	1355	1518	Head Coach, Sports	1301	1457	1626	1821
Asst. Coach, Sports	723	810	903	1012	Asst. Coach, Sports	867	971	1085	1214
Special Olympics	1760	1972	2184	2465	Special Olympics	2201	2465	2730	3081

Laned Middle School Arts/Music Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Associate Band Director	1847	2068	2290	2585
Associate Choral Director	911	1020	1138	1275
Band Director	2770	3102	3435	3878

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

Choral Director	1366	1530	1708	1913
Orchestra Director	1366	1530	1708	1913
Performing Arts Director	1366	1530	1708	1913

Middle School Extracurricular Supplements

Type	Supplement
Club Sponsor	510
Sports Abilities	510

Other Middle School Supplements

Type	Supplement
Agribusiness	1401
Agribusiness Extended	315
Department Chair	49/person
Extracurricular Activities Sponsor	453
FFA	700
Intramural Coordinator	1723
Lead Mentor	793
Magnet Program Coordinator	1020
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel ◇
Professional Development Certification Program (PDCP) Mentor	453
Special Duty	782
Team Leader	1082
Visual and/or Performing Arts Sponsor	906
Wellness Representative	782

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

Laned Elementary Athletics Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	4-6 Years	7-14 Years	15+ Years		0-3 Years	4-6 Years	7-14 Years	15+ Years
Special Olympics	1760	1972	2184	2465	Special Olympics	2201	2465	2730	3081

Other Elementary School Supplements

Type	Supplement
Club Sponsor	510
Elementary Activity Sponsor	510
Events Coordinator	782
Grade Level Chair	74/person
Lead Mentor	793
Magnet Program Coordinator	510
Music Sponsor	876
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel ◇
Professional Development Certification Program (PDCP) Mentor	453
Safety Patrol Sponsor	1133
Special Duty	782
Sports Abilities Team	510
Visual and/or Performing Arts Sponsor	510
Wellness Representative	782

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

Laned Postsecondary Extracurricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Student Advisory Board	2770	3102	3435	3878
Student Advisory Board Assistant	1847	2068	2290	2585
Digital Media/Newspaper	2770	3102	3435	3878
Tech Center Senior Class Sponsor	1847	2068	2290	2585

Other Postsecondary Supplements

Type	Supplement
Club Sponsor	510
Department Chair/Team Leader	74/person
Lead Mentor	793
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel
Professional Development Certification Program (PDCP) Mentor	453
Wellness Representative	782

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

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

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

When coaching both the boys' and girls' team of the same sport, a coach shall be paid full supplements for both sports upon the recommendation of the administrator and approval by the ~~Program Specialist for Athletics, Extracurricular Programs and Driver's Education~~ District Office for Athletics.

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

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

The District and the Association shall continue working through its joint supplement committee. The committee shall submit its recommendations to ~~each of the parties by May 1 for use of that bargaining year~~ CBIT.

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

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

LANED HIGH SCHOOL ATHLETIC SUPPLEMENTS										
		Unendorsed				Endorsed				
Athletic Management		0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs		0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs
	Athletic Trainer, Cert	\$5,160	\$5,779	\$6,399	\$7,224	Athletic Trainer, Cert	\$6,451	\$7,224	\$7,999	\$9,031
	Athletic Director	\$3,035	\$3,400	\$3,765	\$4,250	Athletic Director CAA	\$5,408	\$6,056	\$6,705	\$7,571
	Asst. Athletic Dir	\$1,518	\$1,700	\$1,882	\$2,125	Athletic Director	\$3,795	\$4,250	\$4,705	\$5,313
	Athletic Business Mgr	\$2,024	\$2,267	\$2,509	\$2,834	Asst. Athletic Dir	\$1,897	\$2,125	\$2,353	\$2,656
						Athletic Business Mgr	\$2,530	\$2,834	\$3,136	\$3,541
Group II	Football	\$3,162	\$3,541	\$3,953	\$4,427	Football	\$3,795	\$4,250	\$4,743	\$5,313
	Football Asst	\$2,108	\$2,362	\$2,635	\$2,952	Football Asst	\$2,530	\$2,834	\$3,162	\$3,541
Group III	Basketball	\$2,530	\$2,834	\$3,162	\$3,541	Basketball	\$3,035	\$3,400	\$3,795	\$4,250
	Basketball Asst	\$1,686	\$1,882	\$2,108	\$2,362	Basketball Asst	\$2,024	\$2,267	\$2,530	\$2,834
Group IV	Baseball, Softball, Soccer, Swimming, Track, Wrestling	\$2,216	\$2,469	\$2,748	\$3,068	Baseball, Softball, Soccer, Swimming, Track, Wrestling	\$2,770	\$3,102	\$3,435	\$3,878
	Baseball, Softball, Soccer, Swimming, Track, Wrestling Asst	\$1,477	\$1,654	\$1,832	\$2,055	Baseball, Softball, Soccer, Swimming, Track, Wrestling Asst	\$1,847	\$2,068	\$2,290	\$2,585
Group V	Spirit Cheerleading, Volleyball	\$1,834	\$2,055	\$2,284	\$2,568	Spirit Cheerleading, Volleyball	\$2,201	\$2,465	\$2,751	\$3,082
	Competitive Cheerleading	\$918	\$1,028	\$1,148	\$1,284	Competitive Cheerleading	\$1,101	\$1,233	\$1,376	\$1,541
	Spirit Cheerleading, Volleyball Asst	\$1,223	\$1,370	\$1,517	\$1,712	Spirit Cheerleading, Volleyball Asst	\$1,468	\$1,644	\$1,834	\$2,055
	Competitive Cheerleading Asst	\$612	\$685	\$768	\$856	Competitive Cheerleading Asst	\$734	\$822	\$918	\$1,028
Group VI	Flag Football, Lacrosse	\$1,581	\$1,771	\$1,977	\$2,201	Flag Football, Lacrosse	\$1,897	\$2,125	\$2,372	\$2,656
	Flag Football, Lacrosse Asst	\$1,054	\$1,186	\$1,317	\$1,488	Flag Football, Lacrosse Asst	\$1,265	\$1,416	\$1,581	\$1,771
Group VII	Rhythmic Gymnastics, Water Polo, Crew	\$1,457	\$1,625	\$1,807	\$2,004	Rhythmic Gymnastics, Water Polo, Crew	\$1,821	\$2,040	\$2,259	\$2,550
	Rhythmic Gymnastics, Water Polo, Crew Asst	\$971	\$1,098	\$1,204	\$1,360	Rhythmic Gymnastics, Water Polo, Crew Asst	\$1,214	\$1,360	\$1,506	\$1,700
Group VIII	Cross Country, Tennis, Weightlifting, Golf	\$1,170	\$1,310	\$1,463	\$1,638	Cross Country, Tennis, Weightlifting, Golf	\$1,404	\$1,573	\$1,755	\$1,965
	Cross Country, Tennis, Weightlifting, Golf Asst	\$780	\$873	\$975	\$1,092	Cross Country, Tennis, Weightlifting, Golf Asst	\$936	\$1,049	\$1,170	\$1,311
Group IX	Special Olympics, Sports Abilities	\$1,760	\$1,972	\$2,184	\$2,465	Special Olympics, Sports Abilities	\$2,201	\$2,465	\$2,730	\$3,081
Group X	Bowling	\$941	\$1,054	\$1,246	\$1,522	Bowling	\$1,176	\$1,317	\$1,496	\$1,827
	Bowling Asst	\$627	\$702	\$830	\$1,015	Bowling Asst	\$784	\$879	\$997	\$1,217

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

LANED MIDDLE SCHOOL ATHLETIC SUPPLEMENTS									
Unendorsed					Endorsed				
	0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs		0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs
Activities Coordinator	\$2,034	\$2,278	\$2,522	\$2,847	Activities Coordinator	\$2,542	\$2,847	\$3,153	\$3,560
Head Coach Sports	\$1,085	\$1,214	\$1,355	\$1,518	Head Coach Sports	\$1,301	\$1,457	\$1,626	\$1,821
Asst. Coach Sports	\$723	\$810	\$907	\$1,012	Asst. Coach Sports	\$867	\$971	\$1,085	\$1,214
Special Olympics	\$1,760	\$1,972	\$2,184	\$2,465	Special Olympics	\$2,201	\$2,465	\$2,730	\$3,081

LANED ELEMENTARY SCHOOL ATHLETIC SUPPLEMENTS									
Unendorsed					Endorsed				
	0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs		0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs
Special Olympics	\$1,760	\$1,972	\$2,184	\$2,465	Special Olympics	\$2,201	\$2,465	\$2,730	\$3,081

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DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

NON ATHLETIC SUPPLEMENTS FOR HIGH SCHOOL INSTRUCTORS						
Position	Pay @ Years of Experience				Position	Pay
	0-3	4-6	7-15	15 +	Department Chair ¹	\$74
Band Director	\$3,795	\$4,250	\$4,743	\$5,313	Extra Curricular Activities Sponsor ²	\$453
Band Director Asst	\$2,530	\$2,834	\$3,162	\$3,541	Special Duty ^{2 3}	\$782
Yearbook Sponsor	\$3,795	\$4,250	\$4,705	\$5,313	Homeroom Class Sponsor	\$453
Senior Class Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Freshman Class Sponsor	\$453
Student Council Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Agribusiness Sponsor	\$1,401
Student Council Asst Sponsor	\$1,847	\$2,068	\$2,290	\$2,585	Agribusiness Extended	\$315
Vocal Director	\$2,770	\$3,102	\$3,435	\$3,878	FFA Sponsor	\$700
Vocal Director Asst	\$1,847	\$2,068	\$2,290	\$2,585	Quiz Bowl Sponsor	\$1,360
Orchestra Director	\$2,770	\$3,102	\$3,435	\$3,878	Lead Mentor	\$793
Drama/Thespian Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	New Teacher Induction Mentor	\$227/beg teacher
Drama/Thespian Asst Sponsor	\$1,847	\$2,068	\$2,290	\$2,585	Professional Development Certification	
JROTC Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Program Mentor	\$453
Forensics Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Additional Period of Instruction ^o	\$4,600
Newspaper Sponsor	\$2,770	\$3,102	\$3,435	\$3,878		
Junior Class Sponsor	\$2,770	\$3,102	\$3,435	\$3,878		

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

NON-ATHLETIC SUPPLEMENTS FOR MIDDLE SCHOOL INSTRUCTORS								
Position	Pay @ Years of Experience				Position	Pay		
	0-3	4-6	7-15	15 +	Department Chair ¹	\$49		
Band Director	\$2,770	\$3,102	\$3,435	\$3,878	Team Leader	\$1,062		
Band Director Asst	\$1,847	\$2,068	\$2,291	\$2,585	Extra Curricular Activities Sponsor	\$453		
Vocal Director	\$1,366	\$1,530	\$1,708	\$1,913	Special Duty ^{2 3}	\$782		
Vocal Director Asst	\$911	\$1,020	\$1,138	\$1,275	Agribusiness Sponsor μ	\$1,401		
Orchestra Director	\$1,366	\$1,530	\$1,708	\$1,913	Agribusiness Sponsor Extended Summer	\$315		
					FFA Sponsor	\$700		
					Lead Mentor	\$793		
					New Teacher Induction Mentor	\$227/protégé		
					Professional Development Certification			
					Program Mentor	\$453		
					Intramural Coordinator	\$1,723		

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

NON ATHLETIC SUPPLEMENTS FOR ELEMENTARY SCHOOL INSTRUCTORS	
Position	Pay
Events Coordinator	\$908
Music Sponsor	\$876
Elementary Activity Sponsor	\$510
Special Duty	\$782
Safety Patrol Sponsor	\$1,133
Grade Level Chair/Individual Grade Experience Team Leader ¹	\$74
Lead Mentor	\$793
New Teacher Induction Mentor	\$227/protégé
Professional Development Certification Program Mentor	\$453

NON-ATHLETIC SUPPLEMENTS FOR POST SECONDARY CENTER INSTRUCTORS				
Position	Pay @ Years of Experience			
	0-3	4-6	7-15	15 +
Student Advisory Board Sponsor	\$2,770	\$3,102	\$3,435	\$3,878
Student Advisory Board Asst. Sponsor	\$1,847	\$2,068	\$2,290	\$2,585
Newspaper Sponsor	\$2,770	\$3,102	\$3,435	\$3,878
Tech Center Senior Class Sponsor	\$1,847	\$2,068	\$2,290	\$2,585
Position	Pay			
Tech Center Team Leader ¹	\$74			
Lead Mentor	\$793			
New Teacher Induction Mentor	\$227/beginning teacher			
Professional Development Certification Program Mentor	\$453			

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

~~APPENDIX A-5~~

~~TARGETED SCHOOL: CARVER MIDDLE~~

~~RECRUITMENT AND RETENTION SUPPLEMENT~~

~~THREE YEAR PILOT~~

~~As part of a three year pilot program, beginning in 2017-18, teachers assigned to Carver Middle School will receive an annual supplement of \$20,000 paid biweekly. Teachers returning to the school for the second year of the pilot shall receive an annual supplemental amount of twenty five thousand dollars \$25,000 paid biweekly for school year 2018-19. Teachers returning to the school for the third year of the pilot shall receive an annual supplemental amount of twenty five thousand dollars \$25,000 paid biweekly for school year 2019-20.~~

~~During the pilot program, teachers who begin working at Carver Middle School in the second year shall receive an annual supplemental amount of twenty thousand dollars \$20,000 for school year 2018-19, and an annual supplemental amount of twenty five thousand \$25,000 for school year 2019-20. Teachers who begin working at Carver Middle School in the third year shall receive an annual supplement amount of twenty thousand dollars \$20,000 for school year 2019-20.~~

~~Teachers shall have an eight hour duty day including a 25 minute duty free lunch. The additional thirty minutes shall be added to the teacher's individual planning time prior to the start of the student day. Planning periods during the student day are to be used as common planning for collaboration with other teachers, data meetings, professional development as well as individual planning.~~

~~Notwithstanding any other provision of the Contract to the contrary, the District shall have the discretion as to who is selected to work at Carver Middle School during the three year pilot program. The District shall have the discretion to transfer any teacher who is working at Carver Middle School out of the school at any time during the pilot program. Further, the District is under no obligation to keep any teacher at Carver Middle School or to reappoint any teacher to Carver Middle School during the length of pilot program, regardless of the teacher's evaluation score. It is understood by both parties that the removal of a teacher from Carver Middle School during the length of this pilot program for the reasons listed above will not be subject to the grievance/arbitration procedure in Article III of the Contract.~~

~~Teachers may also voluntarily transfer out of the school at any time during the pilot program.~~

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

~~The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment in conjunction with provisions in Article IX, Sections A and B. Teachers who transfer from Carver Middle School, whether voluntarily or involuntarily, shall no longer receive this annual recruitment and retention supplement, and their duty day will revert to a 7.5 hour day.~~

APPENDIX A-6
WHOLE SCHOOL TRANSFORMATION
RECRUITMENT AND RETENTION SUPPLEMENT

~~The Florida Department of Education shall award grants to implement Turnaround Option Plans (TOP Phase III). Funds shall be awarded by October 1, 2017. OCPS is submitting six schools for the funding: Lockhart Elementary School, Memorial Middle School, Lake Weston Elementary School, Catalina Elementary School, Tangelo Park Elementary School and Rosemont Elementary School. If any of these six schools are awarded the grant, and funding is contingent upon receiving the grant, the supplement shall be paid retroactively to the teachers start date of the school year 2017-18.~~

~~Teachers assigned to the schools will receive an annual supplement of \$20,000, paid biweekly, for a full year of teaching. Teachers joining these schools after the start of the school year will have this \$20,000 prorated based upon the teacher's start date. Any renewal of this supplement is contingent on the State's continued funding of this program for any of the six schools listed above. To the extent the State discontinues the grant, the teachers will not receive the supplement.~~

~~Teachers must have and maintain a summative evaluation rating of no less than effective to remain at these schools. No teacher who receives needs improvement or unsatisfactory student learning growth scores shall be permitted to teach at the above identified schools.~~

~~Teachers shall have an eight hour duty day, including a 25 minute duty free lunch. The additional thirty minutes shall be added to the teachers, individual planning time prior to the start of the student day. Non instructional minutes during the student day are to be used as common planning for collaboration with other teachers, data meetings, professional development as well as individual planning.~~

~~Notwithstanding any other provision of the Contract to the contrary, the District shall have the discretion as to who is selected to work at these schools. Current teachers who are assigned to the above identified schools who meet the evaluation criteria will not need to apply in order to~~

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

~~remain at their assigned school. During the time the TOP Phase III plan remains in effect, the District shall have the discretion to transfer any teacher out of the school at any time. Further, the District is under no obligation to keep any teacher at any one of these six schools or to reappoint any teacher to one of these schools, regardless of the teacher's evaluation score. It is understood by both parties that the removal of a teacher from any one of these six schools during the 2017-18 school year for the reasons listed above will not be subject to the grievance/arbitration procedure in Article III of the Contract.~~

~~Teachers may also voluntarily transfer out of any one of the six schools any time during the 2017-18 school year. If the teacher is currently assigned to one of the six schools and wishes to transfer out of the school, the District shall make a reasonable effort to transfer the teacher to a position in close proximity to their current school. If the teacher transfers into one of these six schools and later decides they wish to transfer away from this school, the same proximity consideration shall be given this teacher(s). These transfers shall be in conjunction with provisions in Article IX: Sections A and B.~~

~~Teachers who transfer out of any one of these six schools, whether voluntarily or involuntarily, shall no longer receive this annual recruitment supplement, and their duty day will revert to a 7.5 hour day.~~

~~The supplement is for the 2017-18 school year only. If the grant is renewed the terms of this agreement shall be renegotiated.~~

~~*The District would like to front the funding for this supplement from Title I funds (roll forward funds) for teachers at Memorial Middle School from the beginning of the 2017-18 school year. If Memorial Middle is one of the schools awarded the TOP Phase III, money from the grant will fund the supplement.~~

APPENDIX A-7
SCHOOL IMPROVEMENT GRANT (SIG)
WHEATLEY ELEMENTARY

Funds are available to continue the School Improvement Grant at Phyllis Wheatley Elementary School for school year 2017-18. Teachers who are in an active employment status at Phyllis Wheatley Elementary as of the last student day will receive a second \$1,450 on the last paycheck of the school year.

DISTRICT PROPOSAL #5
Contract Compliance Revisions
May 14, 2020

APPENDIX A-8
RECRUITMENT AND RETENTION BONUS
JONES, EVANS AND OAK RIDGE HIGH SCHOOLS

All teachers assigned to Jones High, Evans High and Oak Ridge High will be eligible for a recruitment and retention bonus. According to Florida Department of Education stipulations, this money must be paid by the end of August, 2018.

Teachers who are in an active employment status at these schools as of the last student day of 2017-18 shall receive a retention bonus of \$1,500 in the last paycheck of the school year.

Teachers assigned to Jones High, Evans High and Oak Ridge High in an active employment status as of August 13, 2018, shall receive an recruitment bonus of \$1,500 to be paid in the paycheck in August, 2018.

APPENDIX I
UNIVERSAL VOLUNTARY PRE-K SUMMER PROGRAM

- A. ~~The dates for Summer VPK for the 2007—2008 school year are June 10, 2008 to July 30, 2008.~~ Three hundred (300) instructional hours are required for Summer VPK.
- B. ~~For the 2007—2008 school year, the~~ The duty day for the Summer VPK program shall be 9.5 hours in length.

Appendix O

DISTRICT PROPOSAL #6
Common Planning
May 13, 2020

ARTICLE XIV

DUTY DAY

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:

- 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.

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~~ up to three (3) times 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.