

# MINUTES

CTA CBLT

Via Zoom

October 8, 2020

## In Attendance

Robert Bixler	District	Farrah Hawkins	CTA	James Preusser	District
LeighAnn Blackmore	District	Matthew Hazel	CTA	Maribel Rigsby	CTA
Doreen Concolino	District	Alex Heidelberg	District	Ladara Royal	CTA
Albert Davies	CTA	Laketa Jimenez	CTA	Elizabeth Silva	District
Wendy Doromal	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Gloria Fernandez	District	John McHale	District	Stephanie Wyka	District
Ian Gesundheit	District	Megan Oates	CTA		

## Additional Attendees/Guests

Mary Bridges	District	Theresa Harter-Miles	District	Krista Russell	District (Notetaker)
Beth Curran	District	Lucia Piva	CTA		

## Minutes

<b>Jim Preusser</b>	Good Morning Wendy.
<b>Wendy Doromal</b>	Good morning.
<b>Jim Preusser</b>	How would you like to proceed?
<b>Wendy Doromal</b>	We are going to get some stuff out of the way. Maribel Rigsby will be the chair for us today.
<b>Maribel Rigsby</b>	We want to start with Mental Health.
<b>Jim Preusser</b>	I believe you have a counter from us. Would you like for us to show it? LeighAnn, would you walk us through the proposal? (See Appendix A)
<b>LeighAnn Blackmore</b>	We struck through the Letter of Understanding paragraph.
<b>Lucia Piva</b>	Is the intent the same to go through June 30?
<b>LeighAnn Blackmore</b>	Instead of a whereas clause, we made it a provision. It's #5. We thought it was a different way to address this issue to get to the same point.

<b>Lucia Piva</b>	<p>Wendy, that's the way we understood it. Wendy would you put our counter up please. I will email this to you and Jim as well.</p> <p>Changed September to October on the intro. Accepted all but the strikethrough on #4. We want early release days by the teacher, days selected by the District. (See Appendix B)</p>
<b>Matt Hazel</b>	<p>This is an issue of fairness, and giving the staff a breather they deserve. From everything that is going on, staff is under extreme pressure. We are expected to review in advance and takes away planning time. This is no cost to the district and it would mean a lot to the teachers.</p>
<b>Jim Preusser</b>	<p>Thank you, Matt. Based on how it is written, one day for each session day. Five sessions and five early release days? Is the union open to a counter, or is it the final?</p>
<b>Lucia Piva</b>	<p>We are always open for discussion.</p>
<b>Wendy Doromal</b>	<p>It is important to note that many counties have language in the contract about comp time for extra work. The fact that the District doesn't offer says a lot about the way they think of their teachers.</p>
<b>Jim Preusser</b>	<p>We appreciate the proposal. Let us continue to review it and we will get back to you.</p>
<b>Wendy Doromal</b>	<p>I'd like to get back to it today.</p>
<b>Jim Preusser</b>	<p>I would like to, too.</p>
<b>Maribel Rigsby</b>	<p>Moving to Evaluation. We have a counter and will put it up. (See Appendix C)</p>
<b>Lucia Piva</b>	<p>I am sending the Mental Health counter to your inbox LeighAnn.</p>
<b>Jim Preusser</b>	<p>We had sent a few questions. Do you have responses to those or are you still working on them.</p>
<b>Lucia Piva</b>	<p>The questions were based on a proposal that was asked for an across the board kind of threshold for Evaluation. You will see in this proposal what we are thinking. If you still have questions after we go over it we will be glad to answer.</p>
<b>Jim Preusser</b>	<p>Ok, I will hold.</p>
<b>Maribel Rigsby</b>	<p>Going over CTA's Evaluation MOU counter.</p> <p>Struck through #1 and inserted new language there, all observations will be scheduled at a mutually agreeable time.</p> <p>#3 web conferencing for all pre and post conferences can be for both Face-to-Face and LaunchED delivery models by mutual agreement.</p> <p>#4 Teachers using a hybrid model can elect the delivery model upon which to be evaluated.</p> <p>The rest of the District's language is struck out.</p>
<b>Lucia Piva</b>	<p>Issue at impasse if Face-to-Face and LaunchED will be required at all. We will have to wait on this option until after the final decision of the School Board. The observation cuts didn't seem to benefit teachers.</p>

<b>Maribel Rigsby</b>	<p>#5. New Language. Anything less than Effective admin meet with teacher to provide more support. And teacher must have an opportunity to increase rating with another observation.</p> <p>#6. New scoring method of DP.</p> <p>#7: Lowered scores for IP and Final.</p>
<b>Jim Preusser</b>	Thank you. Stephanie, any questions now?
<b>Stephanie Wyka</b>	We can look it over in caucus.
<b>LeighAnn Blackmore</b>	You are withdrawing your previous proposal from September 24?
<b>Wendy Doromal/ Lucia Piva</b>	Yes.
<b>Lucia Piva</b>	Would you like to caucus and finish these two topics?
<b>Jim Preusser</b>	I see the point to separate it, but I would like to discuss wages in light of the fact that we've had previous discussions and we would like to answer questions you may have.
<b>Lucia Piva</b>	We can go on to discussing salary. For the record, the topics are unrelated, Mental Health and Evaluation are impact bargaining issues and salary is a main table issue.
<b>Jim Preusser</b>	That is correct. We will acknowledge that.
<b>Albert Davies</b>	From the discussions on salary we have had before, I think we are pretty much on the same page. We want to make sure we are following the statute. Then we want to use the remaining money to bring all employees up to \$47,500 and rest of money to provide an increase across the board. (See Appendix D)
<b>Wendy Doromal</b>	Jim, you said it was a 1.3% increase?
<b>Jim Preusser</b>	It depends on what you want to do with it.
<b>Wendy Doromal</b>	We will show you what we mean.
<b>Albert Davies</b>	We would want to have whatever the percentage would be to be the minimal raise that an employee would get. If an employee was only going to get \$100 to raise them up to \$47,500 that 1.3% would be the minimum raise and that person would get a 1.3% raise.
<b>Wendy Doromal</b>	Why don't we go over the MOU? (See Appendix E)
<b>Lucia Piva</b>	We need to get an idea of what the percentage would be under the scenario that Albert is describing. And we have contract language.

<b>Jim Preusser</b>	<p>Let me summarize what you just said, Albert, so both parties are on the same page. And then, I will have my Compensation team give examples.</p> <p>So we have HB 641: full time classroom teachers, raise up to \$47,500. I think we both agree to that.</p> <p>\$8.2M use for others (classroom teachers) if someone receives an increase of less than 2% or received nothing, the \$8.2M is used for that.</p> <p>But, you want to take non classroom teachers to \$47,500.</p> <p>If you do, it would cost \$2.2M. The left over is \$5.9M. Elizabeth can explain. As long as we don't go over \$5.9M and not violate the statute, that money can be distributed and we can explain how.</p>
<b>Lucia Piva</b>	A-2 Advance Degree supplements would not come out of that categorical?
<b>Jim Preusser</b>	That is correct, I hadn't gotten to that part, but I was going to share that. If you are going from a minimum of \$40,900 to \$47,500 that changes the dynamic of what the supplement is.
<b>Elizabeth Silva</b>	<p>Raising classroom teachers to \$47,500 is a 16.14% increase. If a teacher is already above \$47,500, then after all non-classroom teachers are raised up it would be a 1.27% increase on average. So, an example would be if someone is making \$53,200 they would go to \$53,900. That is a \$700 increase, 1.316% increase for them. Below \$47,500 but not by much, say \$47,475, to take them to \$47,500 it takes a \$25 increase. Then if we took the 1.27% and gave them the difference to get to the 1.27% it is a \$600 increase. The total increase would be \$625, which would be a 1.316%.</p>
<b>Albert Davies</b>	I have a question, difference to get to 1.27%, but they are ending up at a 1.31% not 1.27%. Why would you not get the person at \$47,400 a flat 1.27% increase?
<b>Jim Preusser</b>	The 1.27% is average. If you want to do something different, we are trying to get everyone the same, the minimum increase to \$47,500. It's the average % that someone would receive.
<b>Albert Davies</b>	Ok, the way I see the house bill, the people who receive less than 2% there is not a requirement to give them 2%. When you are talking about two swim lanes, we see, you either give someone a raise greater than 1.27% which lands them at \$47,500 or you give them a raise to 1.27% same percentage of people within 1.27% of \$47,500 or \$90,000 a year.
<b>Lucia Piva</b>	So in other words Albert, it means that everyone gets 1.27% or whatever gets them to \$47,500 or greater.
<b>Jim Preusser</b>	I believe we are saying the same thing.
<b>Theresa Harter-Miles</b>	In that last example, we have someone \$25 below the minimum of \$47,500. So we move them \$25 to meet the minimum and then apply the difference because we don't want them to make more than anyone else.
<b>Lucia Piva</b>	What you were saying earlier that someone would get the 1.3% something in addition to the \$25 which would ultimately be the 1.27%.

<b>Theresa Harter-Miles</b>	The math of that person will be a little different percentage because you have to move them to the \$47,500 first (the \$25) then the percentage increase. We are taking the difference is what we are doing.
<b>Albert Davies</b>	But, once you move them to that \$25 (everyone below \$47,500 up to \$47,500) and then applying the percentage. But what we are doing is, everyone below the min would get 1.27% to get them to \$47,500. Then everyone else would get the 1.27%. The person below \$47,500 would get 1.27% and those above would get 1.27% and would be more money.
<b>Lucia Piva</b>	You are calculating the 1.27% on the front end, that way the 1.27% already gets the person to \$47,500 or above.
<b>Theresa Harter-Miles</b>	How we are doing it, is the 1 <sup>st</sup> step is to get to \$47,500, then apply raise to be in compliance with HB 641.
<b>Lucia Piva</b>	So long as classroom teachers get \$47,500 you are satisfying the house bill. The question is how much additional are you giving them on top of that? So if we do the math backward, we are still satisfying the house bill. We are not saying that anyone gets less than \$47,500.
<b>Jim Preusser</b>	I disagree. In conversation with state, you have to meet the first step. You have to get classroom teachers to \$47,500. There are 2 buckets of money, 80% and 20%. The 80% bucket achieves that (Getting classroom teachers to \$47,500). And we have money left over to take to 20% bucket, \$2.5M. Have to identify those that received nothing, use additional money for those who received less than 2%. We have identified all those. You say you want to take the increase of 1.27% and apply that to everyone regardless of where they are.
<b>Lucia Piva</b>	No...that's not it.
<b>Jim Preusser</b>	Ok, maybe I am not saying it right, let me try again. If I am someone currently making \$47,475 and I received a \$25 increase—that came out of the 80% bucket. That falls within the window of making less than 2%. But you all can do what you want with the money as long as it meets the statute. Let me hear what you want to do.
<b>Lucia Piva</b>	Person made \$25 to get to \$47,500. What percentage increase is that and what is the difference between that and the 1.27%. So at the end of the day, they would get a total of 1.27%
<b>Albert Davies</b>	Let me give you some examples. \$46,900, requires 1.28% to get to \$47,500. So that employee would get a 1.3% raise which is \$600. \$46,925, only requires a 1.23% to get to \$47,500 and would get entire 1.27% to receive \$596 and that would take them to \$47,521
<b>Jim Preusser</b>	Would you send some examples? We do rounding and we round up for the teachers. Would you send them to us so my Comp team and I can study this?
<b>Albert Davies</b>	I will share on the screen.
<b>Jim Preusser</b>	Ok, please send it to us as well. Is it your position that you are doing the same thing we are doing?
<b>Lucia Piva</b>	With a very small difference.

<b>Jim Preusser</b>	How is it different again?
<b>Albert Davies</b>	You are getting people to \$47,500 and then apply the percentage.
<b>Jim Preusser</b>	I'm doing what you wanted me to do, and trying to formulate it with complying with what the statute says. It sounds the same but with a twist.
<b>Lucia Piva</b>	We will take a caucus to get something to you.
<b>Albert Davies</b>	I will send it to you.
<b>Jim Preusser</b>	We don't have an issue with how you want to apply the \$5.9M as long as it meets the letter of the law. I need to see your examples. We will caucus now...and then come back.
<b>Wendy Doromal</b>	You will look at the Mental Health and Evaluation as well?
<b>Jim Preusser</b>	Yes, come back at 11:15? And we can call you if we need more time.
CAUCUS (From 10:40 AM to 12:08 PM)	
<b>Jim Preusser</b>	Thank you, Wendy.
<b>Wendy Doromal</b>	We can go ahead without Lucia Piva.
<b>Jim Preusser</b>	We had a chance to put some examples together in caucus. We'll share the screen and Elizabeth Silva will go through them. And, we will provide some information on the Advanced Degree supplements.
<b>Elizabeth Silva</b>	<ol style="list-style-type: none"> <li>1. \$47,475, give \$25 increase to bring up to \$47,500. Then we look at the 1.27% but they have received \$25, take that out and get them the difference to get to 1.27%. \$48,078 a \$22 rounding to get to \$48,100. So the total increase here is \$625 which is a 1.316% increase.</li> <li>2. \$57,050. 1.27% up to \$57,774. \$724 increase, up to \$1 for rounding. 1.271% increase.</li> <li>3. \$52,900. 1.27% \$57,572, up \$3 for rounding. \$675 increase, 1.276% increase.</li> <li>4. \$47,050. Raise to new min, \$450 increase, 1.27% increase \$47,648 and \$2 rounding to \$47,650. \$600 increase 1.275% increase. (See Appendix F)</li> </ol>
<b>Jim Preusser</b>	Any questions?
<b>Wendy Doromal</b>	Lowest increase?
<b>Elizabeth Silva</b>	1.27%
<b>Jim Preusser</b>	<p>We would now like to discuss advanced degree supplement. To show the new figures based on the new minimum of \$47,500. LeighAnn will show it on the zoom screen. (See Appendix G)</p> <p>Go ahead Elizabeth.</p>
<b>Elizabeth Silva</b>	Based on contract language, have to increase advanced degrees the same percentage as the new minimum.
<b>LeighAnn Blackmore</b>	Just as an FYI, the new minimum was \$40,900 for this year based on a 197 day year. So, the percentage would go from that minimum.
<b>Elizabeth Silva</b>	It is a 1.613% increase.
<b>Jim Preusser</b>	This is outside of the categorical money.

<b>Elizabeth Silva</b>	For those that have advanced degrees, it can be a significant increase for them.
<b>Albert Davies</b>	On the advanced degree, no rounding.
<b>Elizabeth Silva</b>	Correct, supplement calculations are different, no rounding.
<b>Jim Preusser</b>	Wendy, do you need to caucus about this?
<b>Wendy Doromal</b>	We don't need to caucus...we understand.
<b>Jim Preusser</b>	Is the union in agreement with this proposal?
<b>Wendy Doromal</b>	Need to get Lucia to look at this. May we have a copy?
<b>Jim Preusser</b>	What I would like to do, because it is now 12:20 PM, is caucus and break for lunch. We don't have an answer back for Mental Health and Evaluation because we dealt with the raise examples.
<b>Wendy Doromal</b>	Come back at 1:15?
<b>Jim Preusser</b>	If you have any other documentation, please send to me. We will send advanced degrees to you as well.
<b>CAUCUS (From 12:21 PM to 3:20 PM)</b>	
<b>Jim Preusser</b>	We have some good proposals we think we can close, I think when I talked with Wendy she said she could phone in.
<b>Maribel Rigsby</b>	She cannot be present until 4:30.
<b>Jim Preusser</b>	<p>We would like to present it to the team. We can come back on at 4:30, or we can schedule it for another day. We can email the documents to you, too.</p> <p>Let's go to the salary article first. We will share it on the screen.</p> <ul style="list-style-type: none"> <li>• We made a few changes to the language to be as specific as possible: "first duty day of the current year" to capture the entire bargaining unit</li> <li>• Struck the retroactive phrase and added all of the particulars of this salary agreement for this year</li> <li>• As outlined in the statute PreK not funded by FEFP are not included for the raise (See Appendix H)</li> </ul>
<b>Albert Davies</b>	We understand they are not included in the 80%. We included them in the 20%.
<b>Jim Preusser</b>	F.S. 1012.01 is for K-12 only. The only exception is Pre-K funded by FEFP. I spoke to Lucia about this. There are 109 of these teachers.
<b>Albert Davies</b>	We are leaving them behind. We need to include them.
<b>Jim Preusser</b>	If it is not funded that way, we can't include them.
<b>Maribel Rigsby</b>	How much to include them?
<b>Jim Preusser</b>	Elizabeth, do you have that information? We have to specifically follow the statute.
<b>Albert Davies</b>	Leaving them behind will be a big sticking point with our membership.
<b>Jim Preusser</b>	<p>I understand. We will get you that number.</p> <p>So, going on. We cannot agree to hazard pay. As I have stated a few times, there are no additional funds available at this point.</p>

<b>Albert Davies</b>	The three adjunct teachers would be in the same category of teachers we can't leave behind.
<b>Jim Preusser</b>	I understand your position. We have to follow the exact letter of the law.
<b>Elizabeth Silva</b>	To raise Pre-K to \$47,500, would be \$126,625 with benefits, \$152,240. For the difference on 1.27%, \$49,075, with benefits \$59,002 grand total of \$211,242 with benefits. (See Appendix I)
<b>LeighAnn Blackmore</b>	We will email this information to you.
<b>Megan Oates</b>	Are the 109 Pre-K teachers below the \$47,500 or is this just the number we have in the county?
<b>Elizabeth Silva</b>	It's 109 within OCPS.
<b>Megan Oates</b>	Most that I know are above the \$47,500 and would be getting the 1.27% increase.
<b>Elizabeth Silva</b>	Thirty-eight (38) would be receiving the increase to the \$47,500.
<b>Megan Oates</b>	I believe that the cost is based on all of the 109 teachers being brought to the minimum.
<b>Elizabeth Silva</b>	No, I did break it out. To raise PreK to \$47,500, would be \$126,625 with benefits, \$152,240. For everyone else, the difference on 1.27%, \$49,075, with benefits \$59,002 grand total of \$211,242 with benefits.
<b>Jim Preusser</b>	<p>No, it's not all of the 109 PreK teachers being brought up to the minimum. That answers your question right. Good. Perfect.</p> <p>Let's go to our MOU counter to yours that Lucia Piva sent.</p> <ul style="list-style-type: none"> <li>• We have no issues with purpose, duration, we have a slight change in the scope to include the language we proposed for the Contract.</li> <li>• Therefore: This is "me too" language and funding. I can't get to #1 unless we have an increase in the first place. If we get an increase we would be happy to talk about it. No one but teachers getting an increase through the categorical and the advanced degree. If something happens after the first of the year, we will come back to the table. (See Appendix J)</li> </ul>
<b>Albert Davies</b>	After last year, when OESPA got the same increase as us after we fought for it, our bargaining unit was not pleased. That's why we wrote the language.
<b>Jim Preusser</b>	<p>I understand. This year there are no increases to any other employees besides teachers. If something happens and there is an increases we would be obligated to tell you about it. I am sure you will want to caucus about it. I appreciate the commentary and questions.</p> <p>Let's talk about Appendix A and A-2. (See Appendix K)</p>



<b>Theresa Harter-Miles</b>	<p>Minimum is \$40,900 due to PreK teachers. Max \$77,825.</p> <p>Everyone else, new minimum \$47500, new maximum will be \$95,650.</p> <p>Adjuncts are not eligible for any increases, not part of performance pay per contract.</p> <p>School Psychologists: minimum \$56,250, maximum \$100,525.</p> <p>Any school psychologist newly hired is not eligible for the increase.</p> <p>See Exhibit G</p>
<b>Jim Preusser</b>	<p>Any other questions? LeighAnn, anything else on the salary?</p> <p>Next, mental health proposal. (See Appendix L)</p> <p>Changed September to October and at the bottom, #4...offset time required, on day of presentation. Trying to avoid Wednesdays. Sessions will be on Tuesdays and Thursdays.</p> <p>Everything else we agree with. We are ready to sign off on this.</p>
<b>Mary Grace Surrena</b>	I know the middle school teachers leave at about the same time as students. (5 min difference)
<b>Jim Preusser</b>	High school level is different. Wednesdays are an issue.
<b>John McHale</b>	High schools do not have same times for planning and professional development. We have 30 extra minutes of instruction. We give up 12 Wednesdays for testing. (6 testing, 6 to make up) And we can't use the 5 <sup>th</sup> Wednesday now, due to new contract language from last year. If we had to give up 5 more Wednesdays, we could not have much time for professional development. Middle schools have a little more flexibility.
<b>Mary Grace Surrena</b>	How many minutes would high schools get?
<b>John McHale</b>	Dismissal for students is at 2:20, teachers leave at 2:40.
<b>Jim Preusser</b>	Let's move to the Evaluation proposal: Stephanie has some questions about it. While we are waiting for that, do you want to set dates?
<b>Maribel Rigsby</b>	Wendy Doromal has 10 more minutes and then she can be back on the call.
<b>Stephanie Wyka</b>	On the Union counter, #4. LaunchED and face-to-face, would the union be agreeable to teachers electing to be in both?
<b>Maribel Rigsby</b>	We can discuss it with Wendy. How would that look? What would principals be looking for? The principals have received some "look fors" with respect to LaunchED.
<b>Stephanie Wyka</b>	For all personnel, we released a Domain 1 chart that included the desired effect and the strategies and ways to meet that desired effect for face-to-face and LaunchED. It was released Sept 8. You can go to the Canvas courses.
<b>Maribel Rigsby</b>	There are 3 different teaching models, face-to-face, LaunchED and the hybrid.
<b>Stephanie Wyka</b>	Yes, but when we were designing the strategies it was for face-to-face alone, and LaunchED. LaunchED was considered to be the same for the hybrid.

<b>Megan Oates</b>	How does being observed using the dual delivery models benefit the teachers during the evaluation?
<b>Stephanie Wyka</b>	It will be truly a teacher's perspective. I can speak to teachers I talked with. They think it increases their monitoring levels.
<b>Maribel Rigsby</b>	Hybrid: Face-to-face kids are treated like LaunchED. Students on computer are using same activities as the students in the classroom. Will teachers be penalized?
<b>Stephanie Wyka</b>	Can't speak to that. You are talking abstract and the tool is concrete. What we have shared with administrators is no change to the strategies of processes of monitoring for desired effect.
<b>Maribel Rigsby</b>	Teachers prep for one classroom in hybrid. The two groups of students do same things. Only thing different is the setting.
<b>Stephanie Wyka</b>	I understand that. Our team has conferenced with some high school teachers and helped them see in their planning that if you can plan for one instructional strategy it can be leveraged in both environments simultaneously.
<b>Maribel Rigsby</b>	Will your team be creating videos to help teachers?
<b>Stephanie Wyka</b>	We are working on it. We need to video inside classrooms and we are thinking through ways to do that.  Reducing observations frequencies language is struck out. I am curious why you thought it was not beneficial for teachers.
<b>Maribel Rigsby</b>	For each observation, there is not a specific amount of elements that have to be scored. I've seen observations where administrators have only scored one or two elements. If we take away an observation, it would be worse, less elements would be scored.
<b>Stephanie Wyka</b>	With the timeline, reducing the frequencies allows for some safe practice between observations.
<b>Maribel Rigsby</b>	If observations are reduced, teachers are concerned about the small amount of elements that would be rated.
<b>Stephanie Wyka</b>	Union counter #5: what does this provision look like in practice?
<b>Maribel Rigsby</b>	This would be a conversation before scores are given. So many changes this year. If a principal scores right then, and it would have been a beginning, developing or not using, the principal would have a conversation with the teacher before rating. It would provide a cushion.
<b>Stephanie Wyka</b>	If an administrator can't provide the rating, they must give coaching and feedback, and then capture that on a new observation.  Union #6 and #7: what did the union consider when creating the adjusted scores?
<b>Maribel Rigsby</b>	Increased each level by 0.1 and no one deserves a -0.1.  Need to discuss and need more data. This is a starting point.

<b>Jim Preusser</b>	<p>Thank you. We are going to hold on the Evaluation proposal. Now we need to revisit the salary MOU.</p> <p>You brought up the 109 PreK folks. We think our proposed language would cover them. If there is additional money, it would open the door to apply to them and elsewhere. There are no other dollars.</p> <p>That is all we have.</p>
<b>Clinton McCracken</b>	I would like to address Supplements. We have a concern that maybe some principals are denying arts teachers the sponsor supplement because the functions are not happening right now. Even though concerts and art shows are not happening in person, we are going virtual.
<b>LeighAnn Blackmore</b>	I will check into this. If there no virtual or in-person activities, or not doing anything outside the duty day, then the supplement does not apply to that teacher
<b>Clinton McCracken</b>	The supplement handbook does not require a log, grading artwork in a virtual mode is very difficult and long. We don't ask band or chorus to enter logs.
<b>LeighAnn Blackmore</b>	We need further conversation. The supplement is for extra work outside the duty day.
<b>Jim Preusser</b>	Is it an isolated incident or broad?
<b>Clinton McCracken</b>	It could be broader.
<b>Jim Preusser</b>	Let's set up a meeting with you and Wendy.
<b>Clinton McCracken</b>	Is there a movement not to give the supplement?
<b>Jim Preusser</b>	Let us look into it more specifically and we will set up time to talk about it.
<b>Megan Oates</b>	I have an issue we need to discuss. Contract language: Article XV.D. This limits the use of the early release days. The Contract has no exceptions for this, but there is confusion in CTE. Our administrators think that it does not apply. My director is waiting for a determination from LeighAnn in Labor Relations. This bargaining team designed and approved this language. No talk that any sectors of the bargaining unit would be exempted. What is the delay with providing an answer?
<b>LeighAnn Blackmore</b>	I have been in conversation with Associate Superintendent to understand your schedule. Changes were made with respect to how Wednesdays look. We are working to get that meeting scheduled.
<b>Jim Preusser</b>	Thanks for the info. We can set up a separate meeting to discuss this, be happy to do that.
<b>Jim Preusser</b>	Ask Wendy for another bargaining date next week. How about next Wednesday?
<b>Maribel Rigsby</b>	She is available.
<b>Jim Preusser</b>	<p>10:00 AM to 5:00 PM, Wednesday, October 14<sup>th</sup>.</p> <p>We are sorry it took so long to get the the proposals to you.</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~~ September 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.”

**WHEREAS, the parties entered into a Letter of Understanding on February 27, 2020 that provides:**

**Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the**

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

**calculation of the Student Learning Growth.**

**NOW, THEREFORE**, it is agreed as follows:

1. ~~Mental and Emotional Health education shall be provided by qualified Mental Health professionals.~~
1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided ~~online and online~~ and on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided ~~online content~~. Mental health professionals will review student responses. Student generated responses or written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of ~~September, October, November, January, February and March.~~
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by Instructional personnel selected by OCCTA the OCCTA bargaining team for the purposes of providing input and feedback for consideration. for the purposes of providing input and feedback for consideration.
4. To offset the time required to be spent in preparation for Mental and Emotional Health instruction, teachers who deliver the session will be released with students on one early release day for each day they deliver a session. The early release day will be selected by the District. with students on the early release date of their choice.
5. Instructional personnel used as facilitators for the course will not be evaluated during Mental Health course instruction. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.
6. The five-hour course will not be used for the calculation of the Student Learning Growth.

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

**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.

This MOU expires June 30, 2021.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers Association

\_\_\_\_\_  
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 ~~September~~ **October** 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.”

~~**WHEREAS**, the parties entered into a Letter of Understanding on February 27, 2020 that provides:~~

~~**Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the**~~

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

calculation of the Student Learning Growth.

**NOW, THEREFORE**, it is agreed as follows:

1. ~~Mental and Emotional Health education shall be provided by qualified Mental Health professionals.~~
1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided ~~online and online~~ and on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided ~~online content~~. Mental health professionals will review student responses. Student generated responses or written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of ~~September~~, October, November, January, February and March.
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by Instructional personnel selected by OCCTA the OCCTA bargaining team for the purposes of providing input and feedback for consideration. for the purposes of providing input and feedback for consideration.
4. **To offset the time required to be spent in preparation for Mental and Emotional Health instruction, teachers who deliver the session will be released with students on one early release day for each day they deliver a session. The early release day will be selected by the District.**
5. Instructional personnel used as facilitators for the course will not be evaluated during Mental Health course instruction. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.
6. The five-hour course will not be used for the calculation of the Student Learning Growth.

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**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.

This MOU expires June 30, 2021.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers  
Association

\_\_\_\_\_  
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 C

**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 ~~September~~ **October** 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 provide instructional personnel with the modified evaluation timelines and related processes for the 2020-21 school year.

**WHEREAS**, the parties recognize that we are under extraordinary circumstances as a result of the coronavirus pandemic.

**NOW, THEREFORE**, it is agreed as follows:

- ~~1. Teachers who have a 2018-2019 Instructional Practice score of 1.5-2.4 shall be placed in Category 2B for the 2020-2021 school year.~~

**1. All observations conducted during the 2020-2021 school year will be scheduled at a mutually agreeable time between the evaluating administrator and the teacher.**

- ~~2. Livestream observations shall be permitted for teachers that utilize the LaunchED@Home instructional delivery model.~~
- ~~3. This shall include live web conferencing for the completion of all formal observation pre and post conferences.~~ **both for teachers utilizing the LaunchEd and/or face to face instructional delivery models, will be permitted by mutual agreement.**
- 4. For those teachers utilizing both LaunchEd and Face to Face simultaneously, the teacher will have the discretion to only be observed and evaluated on one of those instructional deliveries.**
- ~~4. Livestream observations for teachers utilizing the face-to-face instructional delivery model shall be permitted upon a documented mutual agreement between the teacher and administrator.~~
- ~~5. This shall include live web conferencing for the completion of all formal observation pre and post conferences.~~
- ~~6. The following observation frequency requirements will be used:~~

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.

- a. ~~Category 1 teachers will receive:~~
    - i. ~~1 non-evaluative coaching observation~~
    - ii. ~~2 informal observations~~
    - iii. ~~1 formal observation~~
    - iv. ~~2 evaluative Domain 4 observations~~
  - b. ~~Category 2A teachers will receive:~~
    - i. ~~1 non-evaluative coaching observation~~
    - ii. ~~1 informal observation~~
    - iii. ~~1 formal observation~~
    - iv. ~~1 non-evaluative Domain 4 observation~~
    - v. ~~1 evaluative Domain 4 observation~~
  - c. ~~Category 2B teachers will receive:~~
    - i. ~~1 non-evaluative coaching observation~~
    - ii. ~~2 informal observations~~
    - iii. ~~1 formal observation~~
    - iv. ~~2 evaluative Domain 4 observations~~
  - d. ~~No changes in the observation frequency requirements will be made for Category 3 teachers.~~
7. ~~Teachers who are assigned to the LaunchED@Home instructional delivery model may elect to be identified as a Category 2B teacher if they are currently assigned to Category 2A. Teachers shall communicate this to their administrator by the date established on the modified evaluation timeline.~~
8. ~~The modified evaluation timeline below will be utilized:~~
- a. **September 21:** First day coaching observations may be conducted in iObservation. A coaching observation is required to be completed prior to any evaluative observations.
  - b. **September 30:** Last day for teachers to be identified as Category 2B that began their assignment on 7/31/20; administrators should verify all teachers' categories.
  - c. **October 13:** First evaluative observations may begin to be conducted. Teachers hired on, or after, this date are Temporary Contract. Temporary Contract teachers only require 1 formal & 1 informal observations in Domain 1 & are not required to complete the Deliberate Practice process.
  - d. **October 30:** All Deliberate Practice Plans must be submitted by teachers in iObservation
  - e. **November 16:** Last day for administrators to review Deliberate Practice plans, approving or providing feedback for the plans in iObservation.
  - f. **November 30:** Last day for teachers to resubmit Deliberate Practice Plans that required revision in iObservation.
  - g. **December 1:** Last day for Category 2A teachers to receive their first evaluative observation (formal or informal).
  - h. **December 7:** Last day for Administrators rate Element "Developing a Written Growth & Development Plan".

- ~~i. **January 21:** Teachers hired on or after this date should be identified as a Category 4.~~
  - ~~j. **February 16:** Last day for non-evaluative Domain 4 observations to be completed for Category 2A and evaluative Domain 4 observations to be completed for Category 1 & 2B teachers. Last day for midpoint evaluations to be completed for Category 1 & 2B teachers.~~
  - ~~k. **April 1:** Last day for teachers to complete the Deliberate Practice process in Observation.~~
  - ~~l. **April 15:** Last day for administrators to rate Element “Monitoring Progress Relative to the Professional Growth & Development Plan”.~~
  - ~~m. **May 1:** Last day for administrators to complete second semester Domain 4 observations. Last day for teachers to request an additional evaluative informal observation.~~
  - ~~n. **May 20:** Last day for Domain 1, 2, and 3 observations to be completed; administrators should verify that all observations have been completed.~~
  - ~~o. **May 21:** Last day to finalize Deliberate Practice plans and complete final evaluations for all categories of teachers.~~
9. All categories of teachers can request one additional evaluative informal observation by the date established on the modified evaluation timeline.
10. Teachers shall be able to request a conference to discuss their finalized Instructional Practice score with their administrator through May 26.
11. The Instructional Practice procedural error appeal request process shall be extended to June 30, 2020.

**5. Before a teacher may be given a score of “Not Using,” “Beginning” or “Developing,” the assessing administrator shall meet with the teacher to provide instructional support and the teacher must’ve had an opportunity to increase the rating with a subsequent observation.**

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

- Innovating = +.5
- Applying = +.4
- Developing = +.3
- Beginning = +.1
- Not Using = .0

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

**Highly Effective: 3.0 to 4.0**

**Effective: 2.0 to 2.99**

**Needs Improvement/Developing: 1.3 to 1.99**

**Unsatisfactory: 1.0 to 1.29**

#### **ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

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.

The MOU shall expire on June 30, 2021. 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 MOU does not establish a precedent beyond the time period set forth herein.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida:

\_\_\_\_\_

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:

\_\_\_\_\_

Wendy L. Doromal

President

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

## ARTICLE XVI

### SALARY

- A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the **beginning of the current school year first duty day of the current school year**. For school year ~~2018-19~~ **2019-2020** ~~2020-21~~, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.
- ~~1. There will be a cost of living adjustment of \$700 for all personnel regardless of instructional practice score.~~
  - ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$1,400.~~
  - ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,100.~~
  - ~~4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.~~

Retroactive to the beginning of the current school year, all bargaining unit employees will receive a base salary increase of at least 1.27% or the percentage increase required to reach \$47,500, whichever is greater.

- 1. For full-time members of the bargaining unit, except for prekindergarten teachers not funded by the FEFP, with a base salary of less than \$47,500, increase their base salary to \$47, 500.**
- 2. For half-time members of the bargaining unit, except for prekindergarten teachers not funded by the FEFP, with a base salary of less than \$23,750, increase their base salary to \$23,750.**
- 3. For all members of the bargaining unit, except for prekindergarten teachers not funded by the FEFP, whose increase is less than 1.27 percent (1.27%) or who did not receive an increase as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).**

## B. Differential Pay

### 1. Supplement for Advanced Degrees

- a. The Advanced Degree Supplement shall be subject to the following:
  - 1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
  - 2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.
  - 3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
- b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.
- c. The advanced degree must be held in the teacher's area of certification for teachers hired on or after July 1, 2011.
- d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.

### 2. Re-employment of retired teachers from the Florida Retirement System (FRS) or any other educational retirement system. This includes employees retiring under either the Defined Benefit plan or the Defined Contribution or both in FRS.

#### a. Salary Placement

- 1) Initial placement of re-employed retired teachers with more than ten (10) years of experience shall be 12% above the entry teacher pay. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.

- 2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.
- b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school teaching for which the employee received an effective performance evaluation or higher.
  - c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.
  - d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases
3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
4. Supplement Handbook
  - a. The Board shall publish and post a Supplement Handbook on the CBLT websites: [www.ocps.net/es/laborrelations](http://www.ocps.net/es/laborrelations) and [www.orangecta.fea.aft.org](http://www.orangecta.fea.aft.org).
  - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
  - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
  - d. The allocated supplement amounts in 2014-15 will be increased by 3% for 2015-16 and shall be effective July 1, 2015.

## 5. Additional Period Pay

- a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.
- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/196 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
  - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.
  - 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.

- 3) Class size requirements for the additional instructional period shall follow state guidelines
- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

Employees, who are assigned irregular schedules in accordance with Article XIV Section P, shall be compensated as follows:

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
  - b. Teachers in post- secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
  - c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.
- C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher's primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
- D. In-service training and planning on a non-duty day will be compensated at a minimum of \$60 for a three hour day and \$120 for a six hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.
- E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.

## F. Method of Payment

1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.
2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.
3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
  - a. Payment for high school winter sports will begin in November and for spring sports in February.
  - b. Payment for middle school sports will begin the month following the beginning of each sport season.
  - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.

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.
- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

One day more than the number of days constituting one-half year of another district's regular school year shall be considered as one year of credit.

A teacher shall be paid on the salary schedule, based upon the following criteria:

1. Teaching Experience

- a. In-state public school teaching experience: Credit shall be given for each year of full-time public school teaching service earned in the state of Florida which is verified by previous employer(s). Re-employed retirees are exempt from this provision. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

For 2014-2015, newly hired teachers who worked at another Florida school district or charter school during the 2013-2014 school year will receive a one-time recruitment bonus, equivalent to half of the respective 2014-2015 salary increase amounts (COLA plus performance) based on their officially documented 2013-2014 summative evaluation rating. Documentation consisting of print screens of the evaluation rating must be provided to Human Resources during the teacher's first calendar year. Teachers who did work at OCPS during the 2013-14 school year and received a final evaluation rating, are ineligible for this bonus and will return to OCPS at their previous salary plus 2014-2015 increase (COLA plus performance).

- b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.



- c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
  - d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.
  - e. Paid holidays shall be counted in computations which apply to credit for teaching.
  - f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.
  - g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.
  - h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.
  - i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
  - j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.
2. Work Experience
- a. All years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to school psychologists, social workers, audiologists, and speech therapists. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

- b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.
  - c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.
  - d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
  - e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.
  - f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
  - g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.
3. JROTC
- a. It is understood the JROTC instructor will have retired from active military duty.
  - b. The following procedures shall apply to pay upon hire:
    - 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.

- 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.
- 3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.
- 4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.
- c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.
- d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.
5. Former employees who are re-hired, other than those who retired from the District, shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.
- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only

be retroactive to the beginning of the school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.

- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
  - 1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
  - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
  - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
  - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
  - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
  - 6. The teacher shall be entitled to Association representation throughout this procedure.
  - 7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.
- L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.
- ~~M. **Hazardous Duty Pay. Given the inherent risks of reporting to brick and mortar worksites during a pandemic or infectious disease outbreak, while unhealthy and unsafe conditions last bargaining unit employees will receive hazardous duty pay as follows:**~~

- 1. Classroom teachers working face to face and non-classroom teachers working face to face who are required to substitute or are assigned a group of students will receive \$1,500 per semester.**
- 2. Classroom teachers who are working LaunchEd@Home but are required to teach from school and other non-classroom teachers who work face to face with students will receive \$1,000 per semester.**

# Appendix E

**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 October 2020, by and between the School Board of Broward County, Florida (SBBC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

**Purpose:**

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding bargaining unit salary increases for the 2020-2021 School Year.

**Duration:**

This memorandum shall commence effective from the date of ratification.

**Scope:**

**WHEREAS**, the parties came to an agreement regarding distributions of the Teacher Salary Increase Allocation Funds, as memorialized in the CBA and consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes, as follows:

"Retroactive to the beginning of the current school year, all bargaining unit employees will receive a base salary increase of at least 1.27% or the percentage increase required to reach \$47,500, whichever is greater."

**NOW, THEREFORE**, it is further agreed as follows:

1. If any other OCPS employee receives a wage/salary increase in the 2020-2021 School Year, then all bargaining unit employees will receive an additional salary increase of the same percentage increase.
2. If the State does not reduce OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases.

**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 subjects herein. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2021.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers  
Association

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James Preusser  
Senior Executive Director, Human Resources

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Wendy L. Doromal



# Appendix F

**Instructional**  
**Proposed 2020-21**  
**Examples**

<b>Minimum Salary</b>	<b>\$47,500</b>
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**Examples: Classroom Teachers**

<b>New Teacher - Grade Four hired in 2019-20 with no experience</b>	
2020-21 (197-Day) Salary	\$40,900
Raised to new minimum \$47,500	<b>\$47,500</b>
Total Increase	\$6,600
Percentage of Increase	16.14%

<b>Teacher -Grade Four with 15 years of experience</b>	
2020-21 (197-Day) Salary	\$53,200
Raised to new minimum \$47,500	-
Minimum increase of 1.27%	\$53,876 (\$676 increase)
New Salary with Rounding	<b>\$53,900</b> (\$24 increase)
Total Increase	\$700
Percentage of Increase	1.316%

<b>Teacher -Grade Four with 9 years of experience</b>	
2020-21 (197-Day) Salary	\$47,475
Raised to new minimum \$47,500	\$47,500 (\$25 increase)
Minimum increase of 1.27%	\$48,078 (\$578 increase)
New Salary with Rounding	<b>\$48,100</b> (\$22 increase)
Total Increase	\$625
Percentage of Increase	1.316%

<b>Teacher -Grade Four with 22 years of experience</b>	
2020-21 (197-Day) Salary	\$57,050
Raised to new minimum \$47,500	-
Minimum increase of 1.27%	\$57,774 (\$724 increase)
New Salary with Rounding	<b>\$57,775</b> (\$1 increase)
Total Increase	\$725
Percentage of Increase	1.271%

<b>Media Specialist with 15 years of experience</b>	
2020-21 (197-Day) Salary	\$52,900
Raised to new minimum \$47,500	-
Minimum increase of 1.27%	\$53,572 (\$672 increase)
New Salary with Rounding	<b>\$53,575</b> (\$3 increase)
Total Increase	\$675
Percentage of Increase	1.276%

**Instructional  
Proposed 2020-21  
Examples**

<b>Guidance Counselor with 15 years of experience</b>		
2020-21 (197-Day) Salary	\$47,050	
Raised to new minimum \$47,500	\$47,500	(\$450 increase)
Minimum increase of 1.27%	\$47,648	(\$148 increase)
New Salary with Rounding	<b>\$47,650</b>	(\$2 increase)
Total Increase	\$600	
Percentage of Increase	1.275%	

# Appendix G

**Advanced Degree**  
**Proposed 2020-21**

<b>Minimum Salary</b>		<b>\$47,500</b>
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Difference on Advanced Degree going from 197-Day Minimum of \$40,900 to new minimum of \$47,500

<b>Advanced Degree</b>	<b>Crrrent Amt</b>	<b>New Amount</b>	<b>Diff</b>	<b>Employee Count</b>	<b>Cost</b>	<b>With Benefits</b>
Adv. Degree Suppl-Masters	\$2,878	\$3,342	\$464	4,531	2,099,413	
Adv. Degree Suppl-Speclst	\$4,415	\$5,127	\$712	196	138,926	
Adv. Degree Suppl-Doctrte	\$5,821	\$6,760	\$939	153	143,718	
11M Adv Dgre Sup-Mstrs	\$3,166	\$3,677	\$511	25	12,517	
11M Adv Dgre Sup-Splst	\$4,857	\$5,641	\$784	73	55,646	
11M Adv Dgre Sup-Doctr	\$6,403	\$7,436	\$1,033	10	10,332	
<b>Grand Total</b>				<b>4,988</b>	<b>\$2,460,551</b>	<b>\$2,958,296</b>

# Appendix H

## ARTICLE XVI

### SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the ~~beginning of the current school year~~ **first duty day of the current school year**. For school year ~~2018-19~~ **2019-2020** ~~2020-21~~, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

- ~~1. There will be a cost of living adjustment of \$700 for all personnel regardless of instructional practice score.~~
- ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$1,400.~~
- ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,100.~~
- ~~4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.~~

~~Retroactive to the beginning of the current school year, all bargaining unit employees will receive a base salary increase of at least 1.27% or the percentage increase required to reach \$47,500, whichever is greater.~~

- 1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.**
- 2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.**
- 3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).**
- 4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).**
- 5. Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions.**

## B. Differential Pay

### 1. Supplement for Advanced Degrees

- a. The Advanced Degree Supplement shall be subject to the following:
    - 1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
    - 2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.
    - 3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
  - b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.
  - c. The advanced degree must be held in the teacher's area of certification for teachers hired on or after July 1, 2011.
  - d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.
- ### 2. Re-employment of retired teachers from the Florida Retirement System (FRS) or any other educational retirement system. This includes employees retiring under either the Defined Benefit plan or the Defined Contribution or both in FRS.
- a. Salary Placement
    - 1) Initial placement of re-employed retired teachers with more than ten (10) years of experience shall be 12% above the entry teacher pay. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.



- 2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.
- b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school teaching for which the employee received an effective performance evaluation or higher.
  - c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.
  - d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases
3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
4. Supplement Handbook
  - a. The Board shall publish and post a Supplement Handbook on the CBLT websites: [www.ocps.net/es/laborrelations](http://www.ocps.net/es/laborrelations) and [www.orangecta.fea.aft.org](http://www.orangecta.fea.aft.org).
  - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
  - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
  - d. The allocated supplement amounts in 2014-15 will be increased by 3% for 2015-16 and shall be effective July 1, 2015.

## 5. Additional Period Pay

- a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.
- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/196 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
  - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.
  - 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.

- 3) Class size requirements for the additional instructional period shall follow state guidelines
- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

Employees, who are assigned irregular schedules in accordance with Article XIV Section P, shall be compensated as follows:

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
  - b. Teachers in post- secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
  - c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.
- C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher's primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
- D. In-service training and planning on a non-duty day will be compensated at a minimum of \$60 for a three hour day and \$120 for a six hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.
- E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.

## F. Method of Payment

1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.
2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.
3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
  - a. Payment for high school winter sports will begin in November and for spring sports in February.
  - b. Payment for middle school sports will begin the month following the beginning of each sport season.
  - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.

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.
- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

One day more than the number of days constituting one-half year of another district's regular school year shall be considered as one year of credit.

A teacher shall be paid on the salary schedule, based upon the following criteria:

1. Teaching Experience

- a. In-state public school teaching experience: Credit shall be given for each year of full-time public school teaching service earned in the state of Florida which is verified by previous employer(s). Re-employed retirees are exempt from this provision. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

For 2014-2015, newly hired teachers who worked at another Florida school district or charter school during the 2013-2014 school year will receive a one-time recruitment bonus, equivalent to half of the respective 2014-2015 salary increase amounts (COLA plus performance) based on their officially documented 2013-2014 summative evaluation rating. Documentation consisting of print screens of the evaluation rating must be provided to Human Resources during the teacher's first calendar year. Teachers who did work at OCPS during the 2013-14 school year and received a final evaluation rating, are ineligible for this bonus and will return to OCPS at their previous salary plus 2014-2015 increase (COLA plus performance).

- b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

- c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
  - d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.
  - e. Paid holidays shall be counted in computations which apply to credit for teaching.
  - f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.
  - g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.
  - h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.
  - i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
  - j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.
2. Work Experience
- a. All years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to school psychologists, social workers, audiologists, and speech therapists. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

- b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.
  - c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.
  - d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
  - e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.
  - f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
  - g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.
3. JROTC
- a. It is understood the JROTC instructor will have retired from active military duty.
  - b. The following procedures shall apply to pay upon hire:
    - 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.

- 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.
  - 3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.
  - 4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.
- c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.
  - d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.
  5. Former employees who are re-hired, other than those who retired from the District, shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.
- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only



be retroactive to the beginning of the school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.

- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
  - 1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
  - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
  - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
  - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
  - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
  - 6. The teacher shall be entitled to Association representation throughout this procedure.
  - 7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.
- L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.
- ~~M. **Hazardous Duty Pay. Given the inherent risks of reporting to brick and mortar worksites during a pandemic or infectious disease outbreak, while unhealthy and unsafe conditions last bargaining unit employees will receive hazardous duty pay as follows:**~~

- 1. Classroom teachers working face to face and non-classroom teachers working face to face who are required to substitute or are assigned a group of students will receive \$1,500 per semester.**
- 2. Classroom teachers who are working LaunchEd@Home but are required to teach from school and other non-classroom teachers who work face to face with students will receive \$1,000 per semester.**

# Appendix I

**Pre-Kindergarten Teachers Not Funded in FEFP  
October 8, 2020**

	<b>Raise to \$47,500</b>	<b>Difference on 1.27%</b>	<b>Total</b>
<b>Pre-Kindergarten (not funded in FEFP)</b>	\$126,625	\$49,075	<b>\$175,700</b>
<b>w/Benefits</b>	\$152,240	\$59,002	<b>\$211,242</b>

<b>Pre-K</b>	<b>Below \$23,750</b>	<b>Above \$23,750</b>	<b>Below \$47,500</b>	<b>Above \$47,500</b>	<b>Grand Total</b>
OTFT			35	67	102
OTHT	3	4			7
<b>Grand Total</b>	<b>3</b>	<b>4</b>	<b>35</b>	<b>67</b>	<b>109</b>

# Appendix J

**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 October 2020, by and between the School Board of ~~Broward~~ Orange County, Florida (SBBOC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

**Purpose:**

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding bargaining unit salary increases for the 2020-2021 School Year.

**Duration:**

This memorandum shall commence effective from the date of ratification.

**Scope:**

**WHEREAS**, the parties came to an agreement regarding distributions of the Teacher Salary Increase Allocation Funds, as memorialized in the CBA and consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes, as follows:

~~“Retroactive to the beginning of the current school year, all bargaining unit employees will receive a base salary increase of at least 1.27% or the percentage increase required to reach \$47,500, whichever is greater.”~~

1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.
2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.
3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).
4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).
5. Prekindergarten teachers not funded by the Florida Education Finance Program (FEFP) are not included in the aforementioned provisions.

**NOW, THEREFORE**, it is further agreed as follows:

- ~~1. If any other OCPS employee receives a wage/salary increase in the 2020-2021 School Year, then all bargaining unit employees will receive an additional salary increase of the same percentage increase.~~
1. If the State ~~does not reduce~~ provides an increase to OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases.

**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 subjects herein. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2021.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers Association

\_\_\_\_\_  
James Preusser  
Senior Executive Director, Human Resources

\_\_\_\_\_  
Wendy L. Doromal  
President

# Appendix K



## APPENDIX A

### **Salary Structure for Performance Pay for Instructional Personnel Not Funded by the FEFP (Prekindergarten Teachers)**

Open Range Schedule	
Minimum	Maximum
<del>\$40,700</del> <u>\$47,500</u> <del>\$40,900</del>	<del>\$76,825</del> <u>\$95,650</u> <del>\$77,825</del>

### **Salary Structure for Performance Pay for Instructional Personnel Funded by the FEFP (All Instructional Except Prekindergarten Teachers and School Psychologists)**

Open Range Schedule	
Minimum	Maximum
<del>\$40,700</del> <u>\$47,500</u>	<del>\$76,825</del> <u>\$95,650</u>

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

### Salary Structure for Performance Pay for School Psychologists

Open Range Schedule	
Minimum	Maximum
<del>\$56,250</del> <u>\$56,975</u> <del>\$56,250</del>	<del>\$99,255</del> <u>\$100,525</u>

#### APPENDIX A-2 SUPPLEMENT SCHEDULE

##### ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$2,864~~ \$3,342      Specialist: ~~\$4,393~~ \$5,127      Doctorate: ~~\$5,793~~ \$6,760

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

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

# Appendix L

**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 ~~September~~ **October** 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.”

~~WHEREAS, the parties entered into a Letter of Understanding on February 27, 2020 that provides:~~

~~Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the~~

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

calculation of the Student Learning Growth.

**NOW, THEREFORE**, it is agreed as follows:

1. ~~Mental and Emotional Health education shall be provided by qualified Mental Health professionals.~~
1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.
2. The five hours of instruction required by Rule 6A-1.094121 will be provided ~~online and online~~ and on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided ~~online content~~. Mental health professionals will review student responses. Student generated responses or written work will be solely for the student's own benefit and is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of ~~September~~, October, November, January, February and March.
3. The curriculum to be used for Mental and Emotional Health education will be reviewed by Instructional personnel selected by OCCTA the OCCTA bargaining team for the purposes of providing input and feedback for consideration. for the purposes of providing input and feedback for consideration.
4. **To offset the time required to be spent in preparation for Mental and Emotional Health instruction, teachers who deliver the session will be released with students on one early release day for each day they deliver a session. The early release day will be selected by the District, the day of their presentation.**
5. Instructional personnel used as facilitators for the course will not be evaluated during Mental Health course instruction. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.
6. The five-hour course will not be used for the calculation of the Student Learning Growth.

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

**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.

This MOU expires June 30, 2021.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2020

For School Board of Orange County, Florida

For Orange County Classroom Teachers  
Association

\_\_\_\_\_  
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.