

MINUTES

CTA Bargaining

CTA Office

July 16, 2021

In Attendance

LeighAnn Blackmore	District	Daphne Lewis	CTA	Judith Padres	District
Wendy Doromal	CTA	Scott Lindsey	District	James Preusser	District
Doreen Concolino	District	Clinton McCracken	CTA	Maribel Rigsby	CTA
Matthew Hazel	CTA	Megan Oates	CTA	Mary-Grace Surrena	CTA

Additional Attendees/Guests

Mark Richard	CTA		
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Minutes

Wendy Doromal	I do have an opening statement, Jim, if you want to say something or tell me your plans for today.
James Preusser	I do have a modified package proposal in which we have some counter- proposals from some of your proposal last time we just added them into our package. I'll walk you through that. I'll let you do your opening statement first. It is pretty comprehensive, as it does go through all the proposals they used to do the last time.
Wendy Doromal	<p>All right, I'd like to do my opening statement.</p> <p>So it's been said over and over, but it needs to be said again. Last year was a school year like no other. Certainly our teachers, and every member of our bargaining unit, deserve to be recognized and rewarded, as they went above and beyond each and every day. They've preserved through severe job demand and challenges.</p> <p>Some lost loved ones during this pandemic or had family members who contracted COVID. There were even some who caught the virus from infected students or parents at their schools or worksite. Yet they returned to their jobs; putting students first.</p> <p>OCPS educators came up with innovative ways to make what was anything but a normal year as normal as possible for every student. They surpassed expectations to reimagine what teaching and learning need to look like in these demanding circumstances. They provided innovative instruction, emotional support, and opportunities for parental involvement to ensure that students succeed. Many were asked to do the impossible to teach not one, but two classes simultaneously, having face to face and virtual students at the same time.</p>

They spent countless, extra, and unpaid hours to design, inspiring lessons, tutored those that needed help, and did whatever it took to ensure student achievement and success.

For all of their personal and career struggles, they acted as heroes throughout the pandemic. And as the positive cases once again, are rising in Orange county, and the Delta variant threatens even those who have been vaccinated. The district will certainly again expect educators to make the impossible possible in the upcoming school year. Throughout last year, the year of challenges, when educators gave it their all, the Union had to constantly battle with the district to ensure that even the most basic health and safety measures were instituted.

We had to take the district to court to force transparency and demand that the names of schools and worksites with positive COVID cases be revealed.

We had to declare impasse to ensure that the learning and teaching environment was as safe as possible during the pandemic for every student and every employee.

So when the district offered the \$25 cost of living, an increase which amounts to about 1 penny per hour. It was viewed as an insult to those who stepped up in heroic fashion last year.

Looking through our archives, we could not locate any other salary proposal or cost of living increase (COLA) that was so low. The district spent the entire year saying: "teachers are essential". We appreciate that, this proposal shows that they certainly are not valued or appreciated.

I want to review what money means to our bargaining unit members. One of our bargaining team members went out to see what he could buy with \$25.

It costs \$24.92 to fill only the bottom of a shopping cart with milk, cereal, peanut butter, baloney, bread, can vegetables, orange juice and toilet paper. Considering the low salary of our educators, when they get a raise, they hope that some financial or personal goals can finally be met. Some things you cannot pay for with the \$25 cost of living are: vacations, car repairs, home improvements, increases in rent, a car payment, a college course, etc. When I say \$25 I mean before taxes, our educators deserve more.

Insurance increases penalize those who get sick. With cases, "once again" increasing in Orange County, relaxed mask mandates approved by the school board and no virtual lunch at option. Every student will be crowded into campuses, making social distancing impossible.

We can surely expect students and employees to get sick. The members of our bargaining unit cannot afford to get sick. Increases in insurance deductibles, and no one deserves the insulting salary offered. Every year we negotiate salary increases, every year we hear the district say: "there are only limited funds. In reality that the district will receive over 857 million which will surely free up some money that would have been spent on supplies operations and salary for reasonable pay increase.

The district argues that the hold harmless provision for FTE is going away. However, last year OCPS was funding for students that they did not have.

	<p>So shouldn't OCPS have extra money with savings and salaries related expenses not used last year with fewer students who are enrolled? Then there is the fund balance for us to consider. Since 2014-15 there was much more money budgeted than spent. This year the district over budgeted by 15.7million.</p> <p>OCPS ranks among the top four Florida districts with the highest reserves in the state and maintained 17.3% reserves in the 2019-20 school year. A year when the statutory requirement is 3%.</p> <p>The district's salary proposal and the Union's salary proposal are miles apart, in addition to disparities in dollar figures, there is a vital need to value the experience of for the experience of our veteran educators who have been left behind. This is why the union proposed a longevity supplement, this is why we hope we came together today to give educators the salaries, benefits, and working conditions they rightly deserve.</p> <p>I'm looking forward to your counter- proposals. Thank you so much. (See Appendix A)</p>
James Preusser	<p>As I stated before, we have modified our package proposal. And in essence, what we've done is we've looked at your counter proposals and the items where we think we can do we have inserted counter proposals into our package proposal. So what I'm going to do is walk you through that and also provide some rationale for some of the counters, as well as some of our positions will hold. So let me start with the wage proposal.</p> <p>So this was going to be under the salary article. We do have a counterproposal on that specifically in regards to performance based stuff. (See Appendix B)</p> <p>Just so you know undersection A, we did change it back to 2021. I am going to explain why. Because when performance pay is actually paid out. It refers to the previous year. So that's the only reason it needs to stay 2021 Because that's how the performance pay is identified. It's from the previous year. So that's why it says 2021 you struck through it. I think because the previous year, last year (was indicated). We weren't dealing with performance. So, we're specifically dealing with categorical money from the state so I just want to explain why that's changed back to 2021.</p> <p>Windy you referenced cost of living adjustment the \$800 to \$1600 for effective and \$2,200, highly effective. So let's get into that a little bit. First and foremost, those are all recurring costs.</p> <p>I think you've heard three budget presentations and board meeting, you've heard me say many different times that recurring dollars are a problem for the district. So what you're proposing here in conjunction with some of your supplements.</p> <p>Specifically, the nurse supplement and a longevity supplement is \$60 million in recurring costs, and we break that down. Approximately 46 million is in this proposal right here, the \$800 cost of living adjustment. The \$1600 effective and \$2200 highly effective, that by itself, again, is about \$46 million dollars in recurring costs.</p>

	<p>In conjunction with that is, the longevity supplement and the nurse supplement those two total in the range of about 14 million. So, what you're asking the district to do is to take \$60 million in recurring costs. And to put that in place, into perpetuity \$60 million every year. We don't have \$60 million every year you're talking about. ESSER funds and \$800 million. That money goes away over time.</p> <p>If you read the news, which I know you do. Because you, you stay in tune with what's been going on throughout the state. Let's take for example, Hillsborough County, Hillsborough County got an Apple grant, many years ago, hundreds of millions of dollars, and they utilized that money for recurring cost purposes for new positions, for wage increases, and they ended up being \$100 million in the red and the state had to get involved. They had taken out a loan to meet payroll.</p> <p>We're not going to do that. We know that we cannot sustain \$60 million dollars based on your proposal, year over year, the district doesn't have that type of money, and it's not in the budget. If you're asking us to use recurring dollars, keep using non-recurring dollars for recurring expenditures. That's not a good sound financial decision. And I know we've used the fundamental example before: if you have a car payment or mortgage payment or rent and you keep taking money out of your savings account, eventually the money's gone. There's no way to sustain that.</p> <p>So, unfortunately, we have to reject this proposal, and you did mention the performance pay. That's not the only proposal we have on the table but we do have a supplement, which I mentioned earlier, which is the \$2,000 And we have the \$1,000 bonus.</p> <p>Number 5, the cost of living adjustment or performance pay complies with Florida Statutes and the budgeted dollars allocated by the legislature so yes the legislature came up with \$500 million last year to move the teachers to \$47,500 we all know that. But then they only came up with another \$50 million for all 67 counties, you're asking for more than that, just for Orange County public school. So, you know, \$50 million. And the share of that that we receive for OCPS is \$2.3 million.</p> <p>That's why it's only \$25. When you do that's why it's only \$125/ \$175 based on the formula and based on the statutes and how it's written. I know we would love to have the opportunity to receive more recurring from the state to be able to utilize it for base increases in salary increases, but simply speaking to the math, it is just not there to do that, and it would put us in jeopardy financially, over the course of many years, we are not going to end up like Hillsboro, we just are not.</p> <p>So that's our position on the wage. I can't be any clearer than that. That's, just a nonstarter for us because it puts us in bad financial situation.</p>
Wendy Doromal	So, basically what your, counter was is your original proposal? You struck through everything in ours and went with your original proposal?
James Preusser	My position is staying the same. As I said it is a package proposal. And we added language under number "5". We are following what the statute says.
Wendy Doromal.	You stuck that in there? The cost of living? We have a difference of opinion on cost of living.

Mark Richard	Can I ask two questions?
James Preusser	Sure, go ahead.
Mark Richard	You would agree with me, even with your paragraph 5. That there's nothing in any statute that does not allow you to do some of your non-recurring money and state leading surpluses to fund others, there's nothing in the law that says you cannot. That Florida statute does not forbid you. You have done it in the past. Using other sources of money, at whatever dollar amount that is reasonable to give to the teachers.
James Preusser	Mark, you're asking me a question about taking non-recurring money and using it for recurring costs, you can use the law as a backdrop. That's why I understand what you're saying.
Mark Richard	No, you did!
James Preusser	<p>That's the point, no, I use that language, maybe didn't hear me that correctly. What I'm saying is you're indicating that the district. Basically the \$25 and the \$150 and \$175 is all that we can come up with. That is based on what was provided for us from the state.</p> <p>We're not going to get into this business of using non-recurring money for recurring costs, and I just gave you a very specific example as to why that's not going to work.</p>
Mark Richard	Right, let me start over. I'm just trying to get some beacons. I hear you, I don't agree with it but I get it. So all I'm saying right you're sticking in this sentence, you will agree with me that the law does not forbid you are looking through other sources of monies including non-recurring money to help at some level, with the economic realities facing already, I put in that sentence and there you're not saying you can't do this what you're saying is the \$25 computation, you believe is in accordance with what the state paid. We agree on that?
James Preusser	Well Mark, we have a school board policy that speaks to that and I am happy to send it to you.
Wendy Doromal	The bottom line is the district is not willing to put in additional dollars in the package?
James Preusser	<p>Not in recurring. No Sir.</p> <p>Let me finish, let me finish. Look, if the union's position is, the district has to come up with recurring money. That sounds like that's what your position is because you have said it now a couple of times. Is the district willing to do something above and beyond what they offered in the form of a supplement, or the package in general, maybe? But if the Union continues to tell me that, hey, it's got to be recurrent or we've got nothing, that's a problem for us. Yes, we are far apart on that topic.</p>
Wendy Doromal	Yes, it is a problem for us too. Because we did some calculations. You know our position on bonus and "one time supplement" but it is really a bonus, It doesn't recur. I don't know where you are getting the money from.

James Preusser	We will talk about that today.
Wendy Doromal	(cutting Mr. Preusser off) Let me finish, please! We asked you at the last meeting to provide us information as to how these budget items were funded. What were the funding sources and we did not receive that. We are still asking for “how is the supplement funded? Is that from ESSER funds? How is the \$1,000 bonus funded? Where is that money coming from? What was your actual budget for this year for teacher salaries? Was it level? It was no “bump” when you budgeted? It was \$25 when you budgeted?
James Preusser	No Wendy.
Wendy Doromal	I have a lot of questions about the budget, and where the money comes from. I really need that so we can be prepared.
James Preusser	I have Judith here today and she can answer some questions for you and we're happy to do that, But let me get through my proposal in totality.
Mark Richard	(Interrupting Mr. Preusser) Jim, really I just want to understand it. And I appreciate your candor, we are absolutely committed to receiving some recurring funds and the district. If I understood you earlier, is taking the position, and I understand the position, I don't agree with it, but I understand it. There will be no recurring monies in this counter offer? We are very far apart on the pathway.
James Preusser	<p>As of today, this is what we have proposed, the \$2,000, supplements, I'm holding on that position now. But my point to you is this. I referenced the policy because it's just not good physical practice, Mark, it just is not.</p> <p>Anybody in this state knows Hillsborough, which is a large district just like us, bit off more than they could chew, and they use non-recurring money which is what you're asking us to do. That is not good fiscal practice, and let me just say that, because I'm going to read to you what the board policy says and we can send it to you.</p>
Mark Richard	We know the board policy. I'm just telling you, we have had other districts find recurring money and they have not put themselves in harm's way. We have an economist, Jewell Gould, who's retired, but still helps us, who believes and several others, that when you get to a point where you have so much money in fund balances and Orange County is one of the leaders that actually from an economics point of view gives you money to be able to use for recurring, We just have a fundamental difference viewpoint.
James Preusser	How is that possible, when we're taking that fund balance down to the minimum requirement? I don't know, what numbers you're looking at? We can get into some more discussion around that if you want to send me.
Mark Richard	<p>I understand that. I believe, subject to being wrong, that I have not yet heard the superintendent or the lobby team, and lawyers and those from the district that go to Tallahassee. I've never seen anyone get up in meetings /hearings and say: “You've got to give us more recurring money for our teachers.”</p> <p>In other words, I'm not. I have not seen that as a key marquee fight, led by the district. We see it with some districts we see it “without” others to get up there and</p>

	say: "By the way, when we go to the bargaining table for the teachers and all members of the school district community. We need you governor, we need you Senate, we need you House, real money for people that have real challenges, for their families. "We've never seen it as a legislative priority and practice by the district.
James Preusser	I can assure you that our board members advocate for that on a regular basis, and so do our legislative lobbyists that work for the school district so you can make that statement, but that's not an accurate statement. It is said repeatedly in the boardroom and if you tune into the meetings, you will hear the chair save regularly, you will hear the board members say regularly.
Mark Richard	Talk is cheap and they're good folks, I'm just saying, I've never seen the press conference held, I've never seen it come out of where you are leading with the other 66 superintendents. I'm not blaming anyone, it is not high on the list of real priorities. It was real on the shoulder and muscle behind it. There's a lot of challenges on the line.
James Preusser	We can agree to disagree. I don't agree.
Wendy Doromal	I would like to say also, in terms of funds. Look, there's not a lot of money coming from Tallahassee. It really isn't. What they did last year was despicable. What they are doing to veteran teachers is despicable. However, the district has some responsibility in making choices in the budget line. There are some areas where you guys have little perks for management with excessive retirement, other things that could be put into salary. I can go through the budget and say I think we could cut it and put it into salary, you know, so there's that too. It's not just fund balance Jim.
James Preusser	Hold on, let me respond. You're asking the district to take money from a non-recurring fund balance and apply it to recurring that is not a fiscally sound decision.
Wendy Doromal	I did not say that.
James Preusser	You are asking us to cut programs.
Wendy Doromal	I am asking to make salaries a priority when you are making the budget, and it isn't obvious.
James Preusser	The bottom line is, you're still asking the district right now, in the current state as we speak, based on your \$60 million proposal, because that's what it is. It's more than the state allocated for all 67 counties. They only allocated \$50 million dollars for all 67 counties, hence the 2.3 million that we have. My point to you is that you want us to take 60 million, this is your current proposal, maybe that'll change, I don't know, but in the current state as we speak today. You're asking us to take \$60 million dollars out of the unsecured fund balance, the non-recurring fund balance, unassigned fund balance. There's many different ways to say it and apply it to recurring costs, that's not good, sound fiscal practice.
Wendy Doromal	I'm asking for our district to make the employee's priority, and their salaries a priority because you're going to lose them. You are losing them and you lost many last year. Some are leaving for various reasons. You'll hear from our members, our

	bargaining team members speak about that, but you need to look at your budget and make salary a priority, I'm just saying.
James Preusser	I'm going to keep going. We agree to disagree.
Mark Richard	<p>We understand the arguments of the fund balance, and you make it black and white, there are some monies in fund balances that are non-recurring that can be used for this "pot", how much of it is something for bargaining.</p> <p>We understand that you're not going to use any of it. We understand your rationale, we just don't agree with it.</p> <p>Second, there are things in that budget, I guarantee if a meteor was coming to the earth, and it was going to crash unless the Orange County School District could find savings in other areas that wouldn't cut programs that wouldn't hurt people, but were based on efficiencies and choices, that's money from a recurring pot, to go from one part of the pot to another pot.</p> <p>We magically have seen districts say there's no money there's no money and that when we peel back the onion, and see what people are doing. Sometimes, they find money as well. So we're asking two things: to use money from all sources to have a better package here, and to look at those monies that are recurring as well but those that are, are recurring and see if they can be repurposed efficiencies through choices, whether this is a classroom center budget process. In that calculus we believe there's more money.</p>
James Preusser	Not 60 million Mark. \$60 million is a lot of money. Okay so let's, let's be clear on what you're asking for and let everyone know that. because
Mark Richard	Again zero, that you're in charge of recurring dollars, you're still at zero.
James Preusser	What happens in four years from now, when the \$60 million has to be paid every year, and the district can't come up with the money? Why? It's in a recurring fund balance and we won't have money to cover that. What are we supposed to do?
Mark Richard	In terms of recurring cost, just to be clear, you are offering "zero". We will go on to the next issue.
Wendy Doromal	<p>I believe that's a bad argument Jim because the District doesn't have to put so much money in recurring dollars every year. Maybe the district needs to really look at their budget and prioritize salaries for teachers, and other employees, who have sacrificed so much and given it their all, especially last year. You don't have to keep sticking in the same amount of 17% over the 3% requirement (in fund balance).</p> <p>When you get 860 million from another fund, surely that will pay for things that your budget would have had to pay for.</p>
Jim Preusser	<p>I've already addressed that with you in terms of ESSER 2 and ESSER 3. ESSER 3 there is no specific communication about how those funds can be used. They do go away. As I stated earlier, ESSER 2, we have already provided you the assurances. Again, you're asking us to do something that other districts have done, and they failed. A perfect example is Hillsborough, I cannot point to a more perfect example</p>

	of something that they did with a grant that you're asking us to do the same thing. So not sustainable.
Wendy Doromal	No, I'm not asking you to do that. You are saying I'm asking you to do that. I'm asking you to shift your budget line items. I'm not asking you to take so much from recurring; you are twisting my words.
James Preusser	No, I am not. Recurring is recurring.
Wendy Doromal	<p>We are asking our district to prioritize salaries. Other districts have longevity supplements, and yes they are recurring. Other districts have steps that we don't have. It is really important that our veteran teachers not be left behind. Your dollars are "flash dollars"; they are bonus dollars.</p> <p>The \$1,000 the \$2,000 You're not even paying \$1,000 For every teacher. You're paying for how many teachers that the governor is not paying for. So you can just set that aside.</p> <p>The \$2,000, the onetime instructional supplement, leaves after you spend it. So with our proposal a highly effective teacher after six years would make \$19,500 from all of the things when yours they would have \$4,050. There's a big difference when you do bonuses, supplements, and one time "flash" dollars. Here, I'm going to dangle this carrot we're giving you "this". That doesn't matter when you have to pay your bills. That money is gone, it is a bonus.</p>
James Preusser	You make it sound as though there aren't, hardly any or a solid number of members in your bargaining unit getting the \$2,000 supplement, there's over 13,000 of them getting it. So that's not an accurate statement, it's a very small percentage on the supplement the supplement is being paid to a large majority of the bargaining unit. That's the number we have right now.
Wendy Doromal	It is not recurring.
James Preusser	Look, all I want to say is recurring money. Okay, the expenditure does not go away, it keeps coming back every single year whether you like it or not. So if you sign something and agree to something into perpetuity. It's going to be there for now until the end of time.
Marc Richard	How much money in your proposal is recurring money? How much recurring dollars have you put in your proposal?
Wendy Doromal	Exactly!
James Preusser	It is coming from the state and it is categorical. Let me finish. 2.3 million dollars.
Mark Richard	You talking about the 25 bucks?
James Preusser	It is not just 25. I have the proposal on the screen. The cost of living \$25. The effective \$100. The highly effective \$150. That is all money coming from the state. 2.3 million dollars.
Mark Richard	Okay, I'm going to ask it a different way. So we have this categorical from the state of 2 million. And then we have money that is non-recurring which you can't use to

	apply for a car loan, mortgage, and student loan. You can't use that because they want your money that is repeating. They can't use one time money because the mortgage is over 30 years. They need money that is repeating. How much money from the district, has the district beyond what Tallassee gave.
James Preusser	You know the answer to that question. You want me to say it?
Mark Richard	It is zero?
James Preusser	<p>You are not counting the supplement towards retirement, it is \$2,000. You are saying the \$3,000 that is in my proposal means nothing? I do not think that is the case. Maybe you are going to tell me that every member of your bargaining unit is going to turn down that proposal. I don't know.</p> <p>All I'm saying to you is that is where we are right now, I'm not going to go back and forth with you because yes, we are far apart. We're saying we're not coming up with a proposal that has recurring dollars in it. At least not today.</p>
Wendy Doromal	What am hearing is that the district takes what was given by the state and never budgets.
James Preusser	That is where we are this year.
Wendy Doromal	So you did not budget for teachers' salaries, is that true? Shameful, Shameful, Shameful!
James Preusser	Please let's move on because I would like to get my package proposal across the table and take additional questions.
Mark Richard	Fair enough.
Matthew Hazel	Wendy, can I make a short comment?
Wendy Doromal	Please.
Matthew Hazel	<p>We keep talking about what the district can do. What we are asking the district to do. The phrase I keep hearing from Jim is "you are asking us to". I think it is worth flipping that telescope around and looking at it from the other direction. What you're asking us to do. Me as a teacher, a salaried employee of OCPS.</p> <p>My recurring expenses are also going up this year. The cost of living is going up. Property taxes are going up. I mean under your proposal, not to get ahead of us, my deductibles are going up and my insurance. I didn't get to go to the taxman and go to Cigna, go to my bank for my mortgage, and say: "Hey you know I don't have non-recurring dollars this year, because OCPS didn't have non-recurring dollars this year."</p> <p>The buck gets passed to us and then we're the ones who are stuck, less well-off this year than we were a year ago. I know that is tough, maybe the budget "is what it is", I don't want us to lose sight of the very real teachers who are going to have very, very difficult dinner table discussions with their families. As a result of the fact that the district can't find any money for us. And I just want to make sure that is said at the table.</p>
James Preusser	I understand your point; however, for us, on the recurring side to take on recurring dollars, it puts us in a very fiscally unstable position as time goes on. So because it

	goes into perpetuity. That \$60 million has to be there. And if it's not there, then the district that hold on if it's not there, then the district could be in financial trouble 60 million is a lot of money.
Matthew Hazel	This raise or lack of raise goes with us in perpetuity throughout our employment, and it leaves us here and more and more financially unstable position as well. That is all I want to say.
James Preusser	And that's why we're on opposite ends of the spectrum I guess right now. That's where we are today. So let me keep moving to the next proposal. This is a proposal that he presented about the paychecks, and the frequency of the paychecks. We have a counter proposal for you. We did have an opportunity to speak to payroll about it. And we have a counter proposal so I'm going to let Leanne walk you through the proposal briefly, and we'll go from there.
LeighAnn Blackmore	<p>The first item is to clarify for 10 month employees with the change from 196 to 197 days.</p> <p>They now receive one paycheck at eight days and the rest of their checks are nine days each. So that's just really cleanup related to that change. The next part you are asking for 26 checks, employees get 22 or 26 checks.</p> <p>There are slightly different ways in which we can do that, we can still get to 26 checks. The employees would still elect to be a part of our deferred program which allows them to defer 11%, 12%, 13% or 14% of their check that then generates a lump sum of money at the end of the school year, which would then be distributed in four equal bi weekly checks over the summer. That would be the only form of deferred pay...</p>
Mark Richard	And how are the tax consequences of that?
LeighAnn Blackmore	The taxes are taken out when the 22 checks or when the deduction happens. To defer pay, the taxes are paid. So there will be no taxes for those four checks.
Mark Richard	No, I understand. When the deferral is made, from an IRS perspective, are you transmitting the withholdings at the time or when you give it to me at the four payments later on?
James Preusser	Mark, if you have a very specific question about that on the tax side let me get back with you because we're not tax experts here you're asking us a question. We have to go back to payroll and ask that question, But we can get it.
Mark Richard	If you could just find out when the reserve money comes, because it comes in a different calendar and tax year, are the tax consequences dealt with at the time it is paid or at the time it is deferred? That is all I am trying to figure out.
James Preusser	I think it is when it is deferred Mark, we will clarify that. We will see if we can get an answer for you after caucus.
Mark Richard	The deferred money make any income, who is given to? Is it in an interest bearing account? Does the district make money on the reserve?
LeighAnn Blackmore	The money is held by the district. However, we do have another option for the employees that allows them to defer money with "addition financial". Where it is an interest bearing account. That is currently available to employees.

Mark Richard	Ok, thank you.
James Preusser	<p>Now I am going to move on to the health insurance. Mark, we had a clarification we needed to make. You had a question about the maximum out of pocket. This is still part of the package (proposal). We have inserted some of the items the union proposed in the last session and we have inserted some of those items in here.</p> <p>Alright, so you had a question last time. Mark about the maximum out of pocket. Number. I'm going to turn it over to Beth to kind of explain that to you we haven't illustrated here on this display. Go ahead Beth. (See Appendix C)</p>
Beth Curran	<p>Ms. Curran walked the union through the benefits package proposed. See Appendix section.</p> <p>Ms. Curran further stated: "Under the plans that we're making the changes on prescription drugs. Under Plan A. Currently it's 10% coinsurance. The maximum is \$55 for brand name, or the minimum for the brand name preferred is \$55, the maximum is \$300. The proposed change is 10% with a minimum of 60% the maximum \$300. Brand name "preferred" 10% with a minimum of \$90, maximum of \$300. Specialty drugs, for 10% minimum of \$100 maximum of \$300. So that's the benefits for the plan A, plan B, and Plan C suite. This new option that we are proposing "SureFit" for flat copayments is \$60 per brand. 90\$ for non-preferred, \$100 for specialty.</p>
James Preusser	<p>Mark, so that (Ms. Curran's presentation) was based on the question that you had the last time.</p> <p>We wanted to make sure that we clarified that. That was the purpose of that follow up.</p> <p>Alright so let's keep moving.</p> <p>The proposal on beach volleyball and the compliance items. Those all stay because they were.</p> <p>I'm going to move into a couple of other items that you have in your proposal Wendy where we have our response to those. We can have further discussion. So the first one that you had, was under working conditions, both to the use of cell phones. You recall that proposal?</p>
Wendy Doromal	Of Course.
James Preusser	As you may recall we sent you a letter of notification around Alysia's law. I'm assuming that's why you presented the proposal?
Wendy Doromal	Actually that is just one of the reasons. During the pandemic teachers were requested to use their cellphones multiple times, which they pay for multiple reasons.
James Preusser	If you think this is a working condition change or along the lines of that, it needs to be discussed the effects bargaining. I don't think it's something we would put in the contract. So our position is this, this would be effects bargaining we can talk about it in that forum.

Wendy Doromal	I think that it is in the contract already. In the contract it says teachers will not be required to use their own equipment. This would just be clarifying that provision in the contract.
James Preusser	<p>I think we can discuss a little bit more. I think the majority of this conversation would need to be taken outside of this main table discussion but that's my position right now. It may change but that's where we are right now.</p> <p>Let's go to duty day. You have put your two proposals in there under planning time and hybrid teaching. So, under H, there is a proposal about post-secondary teachers, and so we've counted with post-secondary teachers shall have an average daily planning time of at least 50 minutes at least 35 which shall be continuous. (See Appendix D)</p> <p>Let me explain that. The reason that we can only go to 35 on a contiguous basis is because of the way the schedule is set up. So with that being said we had some discussion with the leadership of CTE, and that number, the 35 minutes of contiguous time that could be something to do. Because of current state, Wendy, it is kind of bookends. You have some of the beginning, and some of the end, based on the classes on the schedule. And so we're able to do some combination of those minutes in the form of 35 mins. So that is our counter proposal on that.</p> <p>The next area is you have a proposal on hybrid teaching. There's a couple things in this proposal that we have a problem with. One is, you're asking for it to be placed in the contract, so it would be recurring dollars, "additional pay period" supplement.</p> <p>To me, we have not made any decisions around hybrid. If there is a decision by the district to implement hybrid that would be done in impact bargaining. I don't think it needs to be in the contract.</p> <p>Next, we will go to work year. We have a counter proposal for you as well on that one. Wendy, under 6A you have school psychologist shall be considered for summer employment and we have changed to "may" be considered. And as far as the other two proposals you have it is not something we can agree to at this point in time. We can't guarantee those number of days. (See Appendix E)</p> <p>Next item we have is fringe benefits. (Mr. Preusser reading directly from CTA's proposal) Wendy, I will read what you said, it's under Q: the district authorizes teachers to participate in drop for up to 36 calendar months beyond the 60 month period, the district shall distribute the extension application on the last year drop extension shall be granted for those with an effective or highly effective rating.</p> <p>Back in 2003, there was a committee that was actually formed that looked into this and the decision was made, then that this isn't something that we would entertain. So at this point in time. We don't have any interest in agreeing to this proposal, as it's written.</p>
Wendy Doromal	Can I say something about that? The school board chair Teresa Jacobs received a letter from one of our bargaining team members concerning the excessive retirement district management enjoys as a perk. Her explanation was, it's a law,

	it's a statute, and it can be done so we're doing it. Well guess what, this is also a law. I don't care what happened in 2003. This is absolutely 2021 And it needs to be revisited. It's not okay that you say it was looked at in 2003 and I consider that very insulting.
James Preusser	I'm just giving you the history Wendy, you weren't the president at the time so I'm just letting you know what happened.
Wendy Doromal	Excuse me, I was very active and I was on bargaining. They weren't I do remember.
James Preusser	So you weren't active. I'm just letting you know what happened.
Wendy Preusser	Don't tell me that your reason is because it was looked at in 2003, look at it again. Come on guys!
James Preusser	We did look at it again, and we're not interested in changing it.
Wendy Doromal	What would it cost the district? Nothing! I need to see those figures.
James Preusser	Send it to me in an RFI. We will be happy to look into it. We will go to the next proposal you had, sick leave accrual and donated sick leave and quarantine. We have some counter proposals for you. We're going to have LeighAnn speak to these we have a couple of things that we want to display. (proposal's displayed)
LeighAnn Blackmore	Wendy, We struck through this language. I'm going to share with you another document as to why because we are already providing sick leave to teachers who work summer school, and have been for it since at least 2000. So if you give me just a moment to bring up another document. So if an employee works between zero and 36.75 hours, they don't earn any. But once they hit 36.76 hours through 110.25, they earn 3.75 hours of sick leave and it goes from there I don't think I have to read the whole chart to you. But this is an existing practice that has been in place since 2000 (See Appendix F)
Wendy Doromal	Is this in the contract LeighAnn?
LeighAnn Blackmore	This chart is not in the contract. No. They are earning sick leave while working summer school and they have been since 2000.
Wendy Doromal	So is it part of the contract language?
Jim Preusser	Wendy, she already answered, said no, it's not.
Wendy Doromal	So, why not? Is my question.
James Preusser	Yeah, I don't know. If it's been going on for 21 years. That's a good question. Well, maybe that could be a counterproposal if you want to propose that we can certainly consider it. We just wanted to share with you so you could see the nature of sick leave allocation.
LeighAnn Blackmore	This is our counter to the sick leave donation. We actually have been doing this for some time. Employees may authorize for their spouse, child, parent or sibling, sick leave, they provide documentation, any unused time is returned to the employee. They cannot use it until all of their sick leave has been depleted, other than sick

	<p>leave bank, it's not as we refer to it as the sick leave bank throughout the contract, hence the change there. And then that donated time has no terminal value.</p> <p>We struck through the section regarding authorizing any employee to donate to any other employee.</p>
Wendy Doromal	Can you tell me the reasoning there please.
LeighAnn Blackmore	The biggest reason has to do with the sick leave bank, we believe this would have a negative impact on the sick leave bank. That is the manner in which employees can donate leave for other employees who are members of the bank.
James Preusser	Wendy, I'm going to get into the next proposal under that same article, leave of absence.
Mark Richard	Before we go through it real quickly and so again, can you explain what your, what the basis is of the of your statement that you think this would be injurious to the sick.
LeighAnn Blackmore	Because an employee no longer has to be a member of the bank. In order to contribute to other employees, it will reduce the membership in the bank. And essentially, the bank will then go away. And we believe it's a valuable resource to employees who are seriously ill. So, to advocate for that benefit to go away.
Mark Richard	Obviously we all support the bank and want it to be healthy, no pun intended, Are there any experiences you guys have or any worksheets that would indicate that your assumption is correct? I am not arguing the assumption, but do you have anything that indicates that that's a correct assumption? That it would undermine participation in the bank, or is that just your own analysis of which I'm not demeaning. I'm just trying to understand that. Is it based on other experiences in other school districts or is it your own analysis of what you think?
James Preusser	That is our analysis. And, you know, we can certainly bring folks that can comment further on it but it's our analysis.
Mark Richard	That is fair. Thank You.
James Preusser	So let me get into the next proposal you had a proposal around quarantine leave again. As you know the MOU that we currently have expires on July 31 There's no language in there about that now that that actual proposal relevant to that timeframe expired back in May. If the district were to make decisions around a change in working conditions, then I think that that would be identified as impact bargaining or effects bargaining. We don't believe this needs to be placed in the contract again there's several things that you identified in your proposals that I think are separate and distinct from contractual language, because again, if this is put in the contract. It goes on into perpetuity, and it may not be relevant for that point in time.
Wendy Doromal	<p>That was the point. That it goes on. Palm Beach has it in their contract, other districts have quarantines in different things in their contract. We experienced the worst pandemic in our lifetime, and we want to make sure we have contract language to protect our employees.</p>

James Preusser	<p>We understand your position but we disagree and think that if that's the change that happens, or there's a situation that occurs to working condition. We can have that discussion separate and distinct from contract language that is our position for right now.</p> <p>The next proposal that you had and I think I spoke to this already but I'll just reiterate it it's under Appendix A 5, years of employment supplement that proposal by itself has a costs has a recurring cost of \$14 million. That's not something we can agree to move to.</p>
Wendy Doromal	What are you saying that you don't want to make that part of your budget?
James Preusser	Wendy, I have already explained that, quite clearly.
Wendy Doromal	I do not understand. I keep hearing that the district is only relying on state money for salary raises, I want to know why this district, OCPs does not have in its budget, a section for salary raises each year.
James Preusser	I'll say it again, just because I guess maybe you didn't hear me the first time but I'll say it again. It's a recurring cost that goes on forever. \$14 million dollars.
Wendy Doromal	Of course it is that is why the district needs to revise their budget. Raises and adequate salaries to attract employees and keep them within the district because of course you know we're losing a lot (of employees)
James Preusser	We have establish what your position is earlier in our discussion and I've already established mine. If you want to go over it again we can, but we're a part of that. We're not interested right now to talk about recurring dollars using non-recurring dollars to cover recurring costs, that's not fiscally responsible. It just does not. And I think I've said that a couple of times.
Wendy Doromal	It actually is fiscally responsible because other school districts do it, and make that a priority. You just don't want to do it. That's what I'm hearing.
James Preusser	Other districts of this size that have done that found themselves in the red. Hillsborough County, I mean that's clear it's actually factual, there's no way to get around it. There were 100 million dollars in the red.
Wendy Doromal	Okay, there are other districts that are fiscally responsible that budget for that.
Mark Richard	I have done those bargaining's, I mean Dade and Broward.
James Preusser	So, we can agree to disagree. I'm not going to regurgitate something that we said earlier.
Wendy Doromal	I want to make a distinction, I am not agreeing to disagree. I want to base things on facts. Other districts do have this, and they budget for it. What I'm hearing is the fact that OCPs does not want to include this in their budget. Okay.
James Preusser	That's not what I said. What I said was, you're asking the district and yes I'm going to repeat myself, you're asking the district to take a recurring cost that goes on forever, which is an exorbitant amount of money and \$60 million. And to pull it out of a non-recurring fund to cover that from now until the end of time. And when the district doesn't have enough money to cover the \$60,000,000.10 years from now, Wendy, what, where's the money going to come from

Mark Richard	<p>Jim, Jim don't, it's, I appreciate your position, but it's incredibly condescending to pretend like it's a binary choice. So, I've been doing this for 40 years. And it is rare that we have someone that says that there is no way that we can use any non-recurring monies to fund recurring, more importantly, or moreover I should say, we have had districts set up bargaining reserves. So, year after year they're trying to put money aside that gives them recurring monies, All I'm telling you is, we understand you have a position that you don't want to use any of the non-recurring money for reoccurring obligations.</p> <p>We believe some of that should be used. Moreover, we believe that if you don't make it a budgeting priority, then you're basically saying we shouldn't be dealing with you at all, you're a pass-through organization, whatever the state does, you're just a pass through. And so there's nothing on your end, I don't know what the total monies that come in on the non-capital side, this district. I don't know what the total expenditures in a year are.</p>
James Preusser	Look at the budget presentation.
Mark Richard	No, I'm saying I don't have in front of me. Of course I can.
James Preusser	I already gave you those numbers in the first bargaining session.
Mark Richard	The numbers are tough out of Tallahassee, its outrageous not your fault.
James Preusser	The numbers are tough in general Mark not just out of Tallahassee,
Mark Richard	Jim, do you know what the labor shortage is out there what the money they're throwing at people, you know, you come out of the private sector.
James Preusser	Mark we are not talking about the private sector.
Mark Richard	Okay, I'm going to stop talking because you don't let me finish a sentence. All right, what's the next issue?
James Preusser	The one that brought it back up. I'm just telling you, I answered your question. So I'm not speaking to you in a condescending way.
Wendy Doromal	But you are.
Mark Richard	<p>You are making statements as if we're idiots. That no other district, other than Hillsborough has ever done this. I believe you're overstating Hillsborough. But, I'm going to give you that</p> <p>Okay, Hillsboro schools, the lights are on today the school system is operating. But, let's park it. I have sat with superintendents, I sat with a college president, who said, I'm going to make raises a priority. My people are starving, and they have literally gone to turning lights off, they have looked for savings in every nook and corner and cranny, whatever the expression is.</p> <p>They have actually partnered with us. We went through this in Dade years ago, and they opened the books in a way that we went through every program and we found millions of dollars that had no impact on pedagogy, that just came from efficiencies and the superintendent went berserk when his staff came in and said there's no money.</p>

	<p>He literally said, I'm not going to make that statement until I've turned the house upside down. That's why we support this superintendent, and he found money, and he was furious. He was furious and still to this day he has offices on his management floor that are empty, because he realized he had too many managers, and he started saying if I budget from the classroom out I'm going to have a better circumstance, it's not perfect. We still have arguments I don't want to pretend that. All I'm saying is, our perception is that we get your point, but we have recurring obligations that are choking our teachers, they're choking, a young teachers are now looking for other jobs they can make more going down the street and other areas, and it's a sad thing we'd rather partner with you than get lectured by you.</p> <p>You're</p>
James Preusser	We are not lecturing anyone, I'm giving you our position, you don't agree with it, so you want to lecture me, I'm not lecturing Mark,
Mark Richard	We are miles and miles apart. You're not going to put a penny of non-recurring money, we're not getting any recurring money in the CBA and we from your point of view and we got to go caucus on that.
James Preusser	That's fine, and I thought that's where we left it 15 minutes ago. But you brought it up again.
Mark Richard	I brought it up because you're forcing us to, be at loggerheads You are not going to put a penny on recurring money and that's a shame.
Wendy Doromal	I can find it. I can find money. I can tell you what you need to cut. We can all do that, We'll do that for the next meeting.
James Preusser	You know Wendy if you guys want to come back to the table and bring that you know I have no opposition to that.
Wendy Doromal	You got it! We will be there!
James Preusser	I know you don't like what I'm saying to you and that's okay.
Wendy Doromal	I think it is condescending like he said, it is disrespectful and shameful.
James Preusser	I am not being condescending or disrespectful, I am just saying no to the position.
Mark Richard	We hear that we appreciate that is your position.
James Preusser	Okay, let's move to the next item, which would be under the registered nurse. So we do have a counter proposal under H. We, we rewrote it slightly. We can agree to me, the way its written h nurses who are asked to cover school clinics in lieu of a substitute nurse will receive the average rate of pay for an agency registered nurse to cover a school clinic. That's our current proposal, as far as a supplement is concerned, again it's a reoccurring costs. I cannot agree to that. (See Appendix G)
Wendy Doromal	Shame on you, shame on you after what these nurses did for you. Last year, unbelievable what they had to go through.

James Preusser	<p>We're going to move on to the OCBs proposal. We do have a counter proposal on that. We've had an opportunity to speak to those CVs principle. And I'm going to let Leann walk you through that because there are some technical changes to some of the verbiage, and we'll go from there. (See Appendix H)</p>
LeighAnn Blackmore	<p>So, to start with, we are fine. As we were previously to change it from a 12 hour period to a 13 hour period to accommodate high schools. The next item, had to do with the attendance at Open House.</p> <p>In speaking to the principal. She has never had an issue with them attending the lab schools open house and in fact she does not keep attendance or track it, or have them track it for her. And that's why we have struck through this language, because it's a non-issue, they can attend the lab school they can attend OCVS open house, or they can attend open house. She doesn't know. And it's a non-issue for her.</p> <p>We are fine with the proposed language for number three regarding professional learning program, and training prior to virtual instruction through the school of OCVS.</p> <p>You then struck through this box, and offered some class size caps. I think it's important to understand first of all that box was done when we first became a franchise, a Florida Virtual School to actually we've not been following that, for some time. However, what we have been following and we have since added Elementary is the following. This is the average number of students per semester you have to understand the virtual school situation. It's very fluid. Students come in for a short period and leave. That's why they operate on an average number of students.</p> <p>For elementary, you can see the chart there. You have a similar chart for secondary. We made a small modification to let her see if they're over the 20% class cap, based on average active weekly enrollment for the semester, a prorated additional period pay supplement.</p> <p>The reason we're being very specific about average active weekly enrollment is because again, virtual school enrollment and participation in courses tends to be fluid, for example, a student may participate in a driver's ed course and only be there for two weeks. Also, it needs to be active, because there are students that are coming on but aren't yet actually in the class and we want to make sure we're identifying the students, the teachers are responsible for.</p> <p>It's prorated because this is based on a semester, and we want to be sure that it's understood that additional period pay as calculated and referenced in the contract is for the year, and that this will be prorated if it's done on a semester to semester basis. The last item will struck through mostly because we don't have a clear understanding of the issue. I would like clarification from you about what prompted this or what the issue is, because we really didn't understand based on the language presented.</p>
James Preusser	<p>So that conclude the modified package proposal We attempted to insert items that we could make some movement, or we thought we could make some movement. And that's our proposal at this point I will pause.</p>

Maribel Rigsby	Thank you. I'm going to call on the team members so they can speak on behalf of the proposals Clinton.
Clinton McCracken	Sure, I was just going to address the, the \$25 cost of living increase that's been proposed by the district, and just mentioned, a conversation that I had just this morning with a teacher friend of mine, a veteran teacher who current. I wanted to say that it's an insulting proposal, Because it's so small and doesn't account for any of the real life expenditures that teachers are having. So this veteran teacher that I was talking to this morning. Her transmission just went out on her car that she had to purchase used by the way, because she doesn't make enough money, and she doesn't currently have the finances to even get a new car. She doesn't have a way to even get to school, and then, while this is happening, she sees the proposal from the district of increasing, increasing the cost of living by \$25, a year.
Farrah Hawkins	<p>After talking to some of the members that are parents, and they find the district proposal, very disturbing upsetting, especially when the cost of Pampers or formulas cause way more than \$25. And so, during the time of coming out of a pandemic, you know, coming from last year. It's really upsetting to them that, that the district has seen the cost of living as \$25 when that's not even going to cover diapers or formulas or, you know clothes or whatever and the kids have to go back to school or.</p> <p>So, talking with other members that are parents, it is very disturbing to them.</p> <p>We are hoping, the district would re-examine their proposal and at least think about things that calls for parents that are teachers and all that we have to finance with a student like the college funds and I mean other things like that which that amount can even get them. And I want to say gas in the car to go get any pampers so that is what I have heard from numbers.</p>
Mary-Grace Surrena	<p>I'm going to share a comment that was made by one of our members, and it reads, no matter what you think of a pandemic teachers were rock stars last year. I taught hybrid periods, seven times a day for the entire year. I personally had six to seven COVID cases passed through my room and dozens quarantine. I came home every day a complete zombie.</p> <p>My daughter is not vaccinated because she's too young but I will be back in the classroom in August with unmasked kids, it is so stressful. Cost of living \$25? I spend that much a week buying groceries.</p> <p>I've taught for 17 years, but only new teachers get a real raise, I barely make more than a first year teacher. Insurance premiums may not be going up but the coverage declines, so will we be spending more on health care, \$150 per being highly effective teacher that is an insult.</p>
Megan Oates	As you know, I work in career and tech ed right? We know that there is an employee shortage throughout Central Florida and the state, and my coworkers within orange Technical College have reached out to me to say that this offer is absolutely ridiculous and demeaning, and you have heard OTC say over the years how difficult it is to find people to leave industry and to come teach for the school district. And now what the school district is offering fails in comparison to what

	the private industry is offering. So a lot of them are talking about leaving OCPs altogether and returning to the industries from which they came because that's the only place that they will really truly be valued for their work in their effort.
Laketa Jimenez	<p>Yes, I'm one of the lead registered nurses, and half of my coworkers, they do have part time jobs because the salary that they get from OCPs is not enough. It is very disheartening. The proposal that's put on the table and especially denied the lead supplement, as we do have a lot of schools under our plate. These individuals are working on our license. We're working about 35 to 40 schools that we have to run to.</p> <p>Where did the nurses, and it's only seven of us, and to deny the supplement that would help some of the single mothers on our team is very, to me, I just can't believe it wasn't even just being declined because it says too much money. And it's really that little extra money for the supplement will really help some of my coworkers.</p>
Matt Hazel	<p>I spoke earlier but the comment I would add is just that I after our last bargaining session the number of texts I had from colleagues and friends who knew that I was on bargaining and who were watching their reaction to a \$25 Cola was just such utter disbelief.</p> <p>Honestly they were looking at me and asking me wait did I hear that right, like they, they thought they were missing something, they were almost too shocked to even be insulted at first, it had to sink in, before it even occurred to them just how sad it was and after the year we had with COVID and with the pandemic and asking for hazard pay and not getting it, and asking for a hybrid supplement and not getting it, and then to have 25 bucks just kind of tossed at us, was so disheartening and just so, so insulting.</p> <p>I'm trying to be, you know, professional about as I sit here at this table but Good lord. The, the insult there is absolutely palpable.</p>
Wendy Doromal	All right, thank you. I think we should caucus.
CAUCUS	
James Preusser	I did want to come back to the table I wanted to modify our package proposal on two items, so I wanted to bring those back after we caucused. It is very short. It is under wages and benefits.
Wendy Doromal	Can you send those to us?
James Preusser	<p>Yes. Absolutely.</p> <p>We did make a modification to the package proposal. So we increase the supplement to \$2,500. So from \$2,000 to \$2,500 the dates of the payout are the same. The amount of \$2,500 would be paid in two separate increments of equal installments. We wanted to bring us back to the table, it is a \$40 million investment. This supplement. I know Wendy you guys spoke about the \$25 and the performance pay relevant to \$150 and \$175.</p> <p>\$2,500 supplement, again, that goes towards the benefits. In conjunction with the \$1,000 bonus, and obviously the performance pay most of the teachers would get</p>

	<p>\$3,675 So, I do want to let me know that we did modify the package to increase the supplement to 2500 That's the first thing. Second, on the benefits. We made a modification to that. And the modifications to the benefits. (See Appendices I and J)</p> <p>What we've modified is that these changes will be in effect for two years. So, they will take effect in 2122 and they will remain the same. Through the 2023 school year. So, you know, unless, obviously there needs to be some additional conversation about it, we're proposing that what you see in front of me will remain as it is for two full years. And those coupled with the other changes that I mentioned earlier in the day that is a modified package proposal. So I'll pause there.</p>
Wendy Doromal	<p>We've been reading what teachers want and listening to what they want and they don't want a bonus or a supplement. They want something added on. That will be there for the next year in the following year, so their salaries go up not so they get a one-time pop, because it just disappears and it's not what they want. And we haven't heard anyone say: "give us a bonus or supplement." So I just want to make that clear. Also, did you tell us, Jim and I probably may have missed it, why you need to raise deductibles, I thought the insurance was in the black?</p>
James Preusser	<p>I can let Beth speak to that, if you want. I believe that she did that in our opening proposal, there was some discussion around that, but we can talk to that if you would like.</p>
Beth Curran	<p>So when we met with fringe during March, April and May. We were expected to lose. I don't know the exact numbers offhand, but I think one was \$14 million? I can bring up that specific information but the plans that we implemented for the 20-21 year were actually benefits for 19-20 we delayed.</p> <p>So we didn't get the opportunity to revisit for the 20-21 and trends for health insurance about 6.5% So regardless of any changes that we make health insurance costs with the hospitals with the providers usually go up about 6.5% every year so we actually started this year behind. So going into next year we'll be further behind. About 13 points. A little bit over. I think during fringe is about 13.1% increase is what we required. So we had them rework the numbers and it wasn't necessarily that much so we made some slight change increases just so that we would be solvent for the next, the 21-22 plan year.</p>
Wendy Doromal	<p>Oh, you're, you're basically projecting? These are projections?</p>
James Preusser	<p>We always make projections it's based on our conversation that we have with Gallagher, so I mean we have to make estimates and projections based on what we think potentially will happen.</p>
Wendy Doromal	<p>I just wanted to make sure that insurance wasn't in the red.</p>
Mark Richard	<p>Can I ask a few questions on insurance Wendy?</p>
James Preusser	<p>Let me just say this. If there is no action, and again we have been in the red for a couple of years now, and we have been able to, as you know, take money out of the unassigned fund balance and move it over to help cover the red, but that's continued down for a couple of years. And as you recall we had discussions about</p>

	that two years ago. Well that trend continues. And so with that being said, you know, we don't need the state knocking on our door asking us: why are you in the red again because you have to achieve the 60 day minimum. In terms of the reserves so we have to make sure that we have those, those dollars in place.
Mark Richard	<p>Jim, can I ask a few questions on the health insurance with you and Beth? Okay, so first I would respectfully suggest these ideas of knocking on the door in the States is not helpful because that isn't how it happens.</p> <p>You guys have not been fined taken to court, or put in jail, I mean it doesn't happen that way but I want to I want to go through the trends.</p> <p>So, your last projection of trends turned out to be wrong. We get that. And there's, it's going to be less increase in health care. The first question I have is, how much money do you project to come from the pockets of our bargaining unit through these plan design changes, what does, what money does this take from our pockets to put into the health insurance. How many millions of dollars does this generate out of the pockets of our members based on claims experience, and your models that.</p>
James Preusser	We will have to get back with you. If you want an exact number for what we're projecting, but let me let me go back to when you made a comment about what happens. We actually had to send a letter to the state, the state questioned us about, "Hey, why don't you have 60 days in reserves?" You said they don't come knocking on your door. Yes, they do.
Mark Richard	You're implying to the people who are watching (Facebook Live) that somehow people are going to get in trouble. There is all kinds of regulations that you must meet. We must meet. I understand that, but there's like a scare tactic here and it is not appreciate. So here's the question, how can you be asking us to agree to take money out of our pockets and you aren't even able to tell us how much it costs?
James Preusser	I told you already. In the last bargaining session. So, we can caucus and get you the number but you're asking me for the number right now I don't have the number I'll get it to you, but I told you in the last bargaining session, let me finish that the items we are proposing impact less than 4% of the total population of 37,000 members. That is not just employees, but to imply that the state cannot come to us and say you know what you're self-funded plan is no more is not is not actual enough actual and not factual.
Mark Richard	How many states, how many school districts, community college districts, universities have had their self-funded plans (ended by the state).
James Preusser	I don't know but I've worked in other organizations where the self-funded plan has gone by the wayside?
Mark Richard	But Jim you pull these things out of thin air.
James Preusser	No, I'm not.
Mark Richard	Jim, tell everybody who's watching, one school system who's self-funded plan was rescinded.

James Preusser	<p>Mark, we're one of the largest school systems in the United States, if you don't think.</p> <p>You can scratch your head but if you don't (think), that's the state has not come to us and asked: how are you going to cover that?</p>
Mark Richard	I'm sure there is constant dialogue.
James Preusser	We have to send them assurances that it is being taken care of.
Mark Richard	<p>I'm going to leave that "nonsensical circle" Jim. I'm just going to try to get to some answers.</p> <p>You're asking us to sign something where you're proposing a onetime bonus, which I'm going to get to in a moment. But there is money coming out of our pockets. The sicker, you are the more money that comes out of your pocket because you're utilizing the services more. You have a projection that if you impose all of these healthcare changes on us. You're going to collect from our bargaining unit, X millions of dollars or hundreds of 1000s I'm trying to get a sense of what that figure is; how much?</p>
James Preusser	We gave you the number, give me have a second. You are asking me to give you the number, I have to look at the person across the room. I said, All right, give us a second. We are all in the same room, we wish you were in the same room too, but you're not, so I got to look across the room and get the person that handles it.
Mark Richard	I just appreciate the number.
James Preusser	We are working on it.
Beth Curran	<p>Alright, so the projection.</p> <p>The plan changes are about \$10.6 million. The total spend that we were expected, and 21 to 2122, years is about \$254 million.</p>
Mark Richard	<p>No, I understand that.</p> <p>But on an annual basis, the changes that we saw on that screen would generate under your model from the employees \$10.6 million. Is that a correct statement?</p>
Beth Curran	Correct. Employees, and members and retirees.
Mark Richard	Okay. And do you know what portion of that 10.6 million is attributed to the OCCTA bargaining unit? Is that all OCC TA or is that district wide?
Beth Curran	I did not hear the question.
Mark Richard	Sorry, I'll say it again, Beth, I apologize, is the \$10.6 million district wide or OCC T wide?
Beth Curran	District wide.
Mark Richard	Do you have any idea why?
James Preusser	Let her finish Mark.
Beth Curran	Every member of the OCCPS plan
Mark Richard	Perfect.

	And do you know what portion, dollar amount of that 10.6 million is coming from our bargaining unit numbers at OCCTA?
Beth Curran	We don't break the membership down by bargaining unit. I can't attribute what claims are from CTA OESPA and administration.
James Preusser	We have one plan Mark. I think you remember that from our last session
Mark Richard	Of course I know its one plan. I'm trying to get what roughly, just so we have a ballpark, what percentage of the employee headcount is OCTA of the census in the insurance plan, are we 10% Are we 20%?
Beth Curran	I give me one minute and I'm going to pull that up real quick.
Mark Richard	Jim, what is the total cost of your bonus programs?
James Preusser	So while Beth looking for that. The, the 20 \$500 supplement is \$40 million. That's just for, let me finish, that's just for instructional and school psychologists. Okay.
Wendy Doromal	It's still the district policy that if you give a bonus to one bargaining unit you also give it to the other and to administrators.
James Preusser	No, no, Wendy, if there's any kind of negotiation that goes on with the other union, that's a separate negotiation.
Wendy Doromal	So, in all my years in OCPS, I can say that you have never given a bonus to the teachers without giving it to administrators, I've never seen it, and also to the other bargaining unit so the amount you kind of have to total every employee
James Preusser	I'm only going to, I'm only going to speak to the number for you that was asked of you in terms of OESPA, that's a separate bargaining unit that you do not cover. So let me get into, again what the question was, I'm going to answer it. So instructional and school psychologists is \$39.5 million. Okay. Plus, there is the \$1,000 bonus for the non-classroom teachers, there's about 2600 of them, because remember the full time classroom teachers are covered. And then you're preaching by the DeSantis bonus and your pre-kindergarten teachers as I mentioned earlier, those are covered by the early learning. So, your non classroom teacher \$1,000 Bonus, There's about 2600 employees. And with FICA, it's 2.8 million
Mark Richard	So Jim just no on the insurance the difficulty we're having, and why we're, wide apart is given all that's gone on with the pandemic giving your offer, which we don't accept when which has no recurring dollars which I'll get to in a moment. There's still \$10 million, of which what percentage, we don't know applies to OCTA bargaining membership.
James Preusser	We're going to get you that answer.
Beth Curran	60% of the membership are CTA. That includes their employee spouse and dependent children.
Mark Richard	Got it. So, again we know that's apples to oranges because we don't know who's using it and what extent, but just for illustrative purposes, arguing roughly 5 million of the 10 million is attributed to participants under the OCTA umbrella.
James Preusser	6 million if you are going to use...

<p>Mark Richard</p>	<p>Okay fair enough. I appreciate that. So, understand, we're having a real hard time in this time where teachers were like frontline in the state of Florida weather wise or not we're back in schools. Early PPE problems still issues we want to talk to you about today is the variant, the Delta spikes. And we are still having to look our members in the eye and say, by the way, some of you we don't know which ones, but users of health insurance, either by way of preventative or maintenance medication, or God forbid, illness and emergency and urgency, you're going to be taking \$5 million out of your pockets, from whom we don't know in what amount per individual, but roughly five to \$6 million out of your pockets on a health insurance plan that generally, to my knowledge, never goes down, it stays the same or goes up, the costs, the trends. And that's recurring. If we agreed today to do X, it's recurring forever, that, you know, it's very rare you've come back to us and say, You know what we're going to change everything and give you rebates and when things have underperformed meaning things have cost less, you know, we don't get refunds you, you just put it into the next year's bargaining discussion. So understand that we cannot agree.</p> <p>Our members are saying to us, you can't put any more health insurance burden on us, even if it's the first two years, appreciated what you said. But we can't do it. And part of the issues are, you know the trends are probably in normal with the country but we just keep getting more and more health insurance passed on. Now, Another question of the 10.6 million. Is there any money that the district is eating? In other words, if the costs are projected assuming your projections are correct, assuming it all stays as the actuary foresees, are you passing 100% of those costs under this model to the workers?</p>
<p>James Preusser</p>	<p>I have to get back with you on that. I get back with you on that, I need to look at the numbers, I can do it maybe in caucus. I can't the question right now.</p> <p>Mark, can I make a comment or are you still going?</p>
<p>Mark Richard</p>	<p>I have more to do but of course you can.</p>
<p>James Preusser</p>	<p>So, look, the benefits. If you compare our benefits to the surrounding counties or to counties that are the same size of us. We have a very rich benefit plan.</p> <p>That's why, what we're saying here is look in the past in our discussions that we had with you. You had concerns about us an increase in the premium, and if you remember, we ate that for a number of months in the last bargaining session. And that's what I'm referring to around. We had to let the state know Look, we didn't have the 60 days and reserves.</p> <p>And, of course, there's conversation that we have with the state, but you can only sustain that for so long, right, if you keep going in the red. Yes, there's questions that are going to be asked. I'm not saying people are getting you know we're going to kicking down the door and people are going to be, you know, arrested. You make it sound like that nobody's saying that what I'm saying is, well what I'm saying is there are there is criteria that we have to meet and you know that, because you worked in the healthcare and so did I.</p>

	<p>And you know that and you also know that if the, if a self-funded plan cannot be sustained and maintained over a period of time, it goes away. And so I want to make sure that I just want to make sure that our employees. Your members CTA members understand that if that happens and it's not a scare tactic and you know that it's not. But if that can't be sustained over time, then it's going to be a much different product in terms of the healthcare and what we offer, meaning that you're going to have a company come in like Aetna Blue Cross Blue Shield, whomever right.</p> <p>They're not coming in to look out for the best interest of the employee like a self-funded plan does. They're looking to make money and you know that because you work in the healthcare industry and I know that I work for the largest health care company in the United States, manage health care, and you know that.</p> <p>So the point I'm making is, it's not a scare tactic, it's the reality of the situation that the changes that we made here, we felt were the most de Minimis changes that we could incorporate into the proposal. Yes, we understand that there will be some employees impacted by the out of pocket, I know that.</p> <p>Okay, there's, there's no way to get around that we know that but at the end of the day we said no changes to the premium, and we said, the out of pocket maximum, maximum out of pocket, increase because it's less than 4% of the population that are impacted by that, if we just continue to let it go, Mark, we could find ourselves in trouble financially with it because it continues to be in the red and that's all I'm saying. I understand your position, I do. But if we don't do something about it, it could be, there could be a worse scenario for the employee, and that is not a scare tactic, it's just the fact. So I'll stop.</p>
Mark Richard	<p>So, I hear you, we would respectfully ask you to reconsider your position which we, we know is no, but we really think health care costs should not be passed on to the members, hopefully to everybody but we don't bargain for everyone but to all the family, and that the district can afford that \$10 million, and we do not believe our families can, and it's just too much people are going through too much right now. And that's \$10 million coming from the paychecks of workers. During these difficult times, then I wanted to go back to you I'll leave insurance for a moment,</p>
James Preusser	<p>You know, you recognize that dependents aren't covered. You're not bargaining for the dependents.</p>
Mark Richard	<p>Well, they should be, but we know they're not. We wish they were, but we get that, and that's normal, that they're not in public settings. So the next question or issue is, there are a certain number of information, materials we've asked for. If you could possibly get it to us by Monday if that's not too burdensome because our next session is the 22nd.</p>
James Preusser	<p>Are they new?</p>
Mark Richard	<p>I don't think we're going to add new? One of them is new. One of them is how much are you guys putting into the health insurance but you guys know that number.</p>
James Preusser	<p>I'll get you the number.</p>

Mark Richard	Yeah. And we also have I believe Wendy can help me here. We had asked a breakdown where all the monies you're putting into this, Albeit one time money from where's their sources. Is it the state? I find it weird that people call it the DeSantis bonus not politically, I'm not into the politics of that. Yeah, but it's not real. If it's anything. If it's anything it is called the Biden US Congress money but we'll leave it.
James Preusser	I'll call it whatever you want, Mark, It's \$1,000 Bonus. All I'm saying is.
Mark Richard	I just don't know why it's called anybody's named bonus, these are elected leaders, but whatever. So, we had asked the revenue sources for all the monies that you've put forward. If I said that right, Wendy, and if we could at least have that by as early on the 22nd it would help us. I'm sorry, on Monday. It'll help us for the 22nd.
James Preusser	I do have Judith in the room who's from the OMB office might be able to speak to some of that. If you're looking for specific numbers. That may take us a little more time but at least she can speak to some of the movement of the money. So Judith?
Mark Richard	Judith, do you know the source of the monies for each of these?
Judith Padres	So we were able to shift some of the expenditures that were budgeted in the general fund to ESSER funding, and just to give an example. We're talking like we're talking about summer school also substitute services, instructional resources. Some of our nursing costs were also move to the ESSER funds, as well as custodial services. As Jim mentioned, if you need specific numbers. We'll need to research that.
Wendy Doromal	I want to know are the \$1,000 bonuses for the 2,600 teachers coming from ESSER funds.
James Preusser	No, coming from the unassigned fund balance.
Wendy Doromal	Okay, and the 400-500 tier one to being hired now that's coming from ESSER funds I understand.
James Preusser	Yes, because that's the purpose of the ESSER 2 fund.
Wendy Doromal	So these classroom teachers that are being hired with ESSER fund monies?
James Preusser	Yes.
Wendy Doromal	And so salaries, can also be, well that salaries using ESSER funds. So supplements and the bonuses also come from ESSER funds.
James Preusser	Wendy, I think I've gone over that with you before about the ESSER funds and the assurances, and I actually sent you a signed document from the superintendent that speaks to.
Wendy Doromal	<p>You didn't really answer all my questions Jim. You keep sending me the same documents but and I told you before that other districts, you love to talk about other districts like Hillsborough, but when it benefits teachers you don't like, you dismiss it, like for instance Volusia used ESSER funds, and Brevard, to give supplements for those teachers that had taught hybrid.</p> <p>We requested that and you refuse that. You said that you couldn't; but they did. So I want to know if you're considering supplements from ESSER funds or just using</p>

	tier one teachers and are you telling these teachers you are that they're being hired with ESSER funds which expire in 2024 How does that work?
James Preusser	When you're while you're being hired with these funds and teachers being hired teachers move into different positions all the time. Are you suggesting that we tell the teacher, you're being hired with ESSER funds and eventually the money is going to run out?
Wendy Doromal	You're saying that you're hiring 400 to 500 teachers with ESSER funds so teachers are allowed
James Preusser	Probably going to be more than that.
Wendy Doromal	Yeah, okay, it's going to be more? Well that is awesome! That's also a long term projection, just like you said you can't accept some of our proposals because projecting ahead "we won't have that money" but you're hiring these teachers and surely you're not going to let 600,800 or 1000 teachers go? So you have to have budgeted the money to retain them.
James Preusser	No, not necessarily the purpose of the ESSER funds is we are utilizing it for the exact purpose it was designed for. And if there are situations where we can identify the need for an additional head count in a classroom that's exactly what we're doing. So you're telling me that you think, I just want to make sure I understand what you're saying. You're telling me or saying to me that because we're using the funds for that headcount. We should be then taking the money that we're paying for that particular teacher, because we're using that teacher in a classroom that needed and necessary and applying it to a wage increase for the existing teachers.
Wendy Doromal	No one ever said that, you are twisting my words. What I actually said was if you can hire this many teachers with that money. You could also probably use that much money for supplements raises hybrid, "retro things" because I know that you're doing retro things with ESSER funds so you could do that too. That's what I'm saying, not what you twisted my words.
James Preusser	I did not twist anything.
Wendy Doromal	You did, you did...
Mark Richard	Let me ask you a question about those teachers just so we're clear, so of course teaching is the center, teaching and learnings of what we do, and any commitment to move the educational family is, is, and is a good thing. The question that we have is, those monies that were being used for the 400- 500 is from a non-recurring source correct?
James Preusser	Remember the non-recurring source runs out in two to three years, that's when the non-recurring source for that particular reason is to utilize headcount, where there's a need.
Mark Richard	We agree, it's a good thing. My point though, is you're using non-recurring dollars for something that you hope is long term.
James Preusser	I didn't say it is long term. The funds run out over time.
Mark Richard	You don't plan to fire all these teachers at the end of three years?

James Preusser	Remember, this is looking at the short term, I never said long term.
Mark Richard	I'm just asking. I'm answering are you hiring these people and telling them that they are going to be maintained only for three years or so during this money, and there's going to be no interest in keeping them as soon as the dollars ae off.
James Preusser	Those are your words, not mine.
Wendy Doromal	Answer the question Jim that is what I am asking!
James Preusser	Wendy, Wendy, Wendy, don't yell at me...
Wendy Doromal	You don't answer Jim, you don't answer
James Preusser	I always answer questions. You just don't like these answers.
Mark Richard	Are you intending to keep these people longer than three years?
James Preusser	That's a management decision, and I can't answer that question right now you're asking me something that's going to be happening in three years from now, what I will tell you what I will tell you is that the money is designed in the short term for the next couple of years, what the district will look like in three years from now, I don't know.
Wendy Doromal	Okay, so the way I see it is there's lots of people. Pages of vacancies for teacher. I think it's wonderful that we have 816 million to hire teachers. And when you hire someone, you will you projected they're going to be with you. You don't project all in three years, you're not going to be here. Saving money on salaries because you're you from your general budget.
James Preusser	I can't tell you what's going to happen in three years from now, but what I will tell you right now, current state, at present, we have a need for intervention teachers in the classroom. For that's exactly, hold on, and that's exactly what the money is being used for. That's exactly what it was intended for.
Mark Richard	Okay, can I make the point and then you can react, you can push back, trying to get your thought process, that's a good thing, period. All we're saying is, if the district can make long term or unknown possible long term commitments, in this case to hiring teachers from non-recurring money, we're asking you to reconsider your position that you won't do the exact same thing to help fund structural raises, and we don't know where the district will be in three years you may have to let all those teachers go you might hire another five people are going to start quitting around here and
James Preusser	You keep the term, "long term", okay there's a difference between what we're saying, I did not use the term, "long term".
Mark Richard	But will you commit? Three to four years, you're not going to let them go.
James Preusser	I told you I can't speak to what's going to happen in three to four years from now, listen, we're not comparing apples to oranges as you'd like to say, You're not listening to me.

Mark Richard	You use non-recurring money when it suits your purposes, and you won't use non-recurring when it doesn't, you won't do it.
James Preusser	The 60 million dollars goes into perpetuity, and you know that.
Mark Richard	You are not saying no to these teachers my friend. You are not going to fire them.
James Preusser	<p>The 60 million dollars goes into perpetuity and you know that. It goes on forever and ever and ever and it's not going away.</p> <p>So of course the state and the federal government gave us the money and gave the United States, and all the districts the money because they know that there's a significant amount of learning loss, and we're using the teachers for that purpose. You're asking me to tell you. Hold on, you're asking me to tell you today. Are you going to have the same teachers that you hired today, three years now? That's what I'm saying that's the long term strategy, long term strategy.</p>
Mark Richard	You would never talk to a professional teacher (that way). Are you telling the teachers when they're hired, look this is what non-recurring money, and don't you dare expect to have a job here after three years?
James Preusser	We don't tell teachers that, ever.
Mark Richard	<p>Of course not.</p> <p>So their same reasoning here Jim, you don't understand our frustration.</p> <p>Let me just say so we can all argue to the cows come home about which version of which proposal is right, we're telling you right now, that according to what happened, even during this bargaining session morale is down.</p> <p>We are losing confidence in our superintendent whom I hold in high regard, we don't believe the school board, many of them are fighting as hard as they can and Tallahassee, and we respect them as well, something and we like your team in the room we respect you all, something's happening where all we do is hear, not from you, but this broken record that here's 10 million coming out of your pockets for health insurance.</p> <p>We have all this cash for we can't use it for a week. We get recurring not recurring is different we get it we're not dumb people. But nowhere does someone say, you need some recurring dollars, we're going to turn the place upside down.</p> <p>If my family, I'm a bad example but if someone tells someone Grandma's going to die unless we all can come up with 1000 bucks, somehow, we come up with the money. We do not honestly believe you have to hear us.</p> <p>The members do not believe, do not have the faith that you hear the pain and the stress, they're in. Just hear me out. The nerve, for you guys to reject their proposal is, in our opinion, nothing personal actually like and respect you, professionally and personally, is mind blowing to us.</p> <p>These people were sneezed on, they were freaked out like our teachers, while all of us including me. I get to hide out in this zoom. Okay, and although I was just in New York this week with the union, the fact that I was able to lead, lead my life, mostly protected, yet our teachers in early August and right now there is a variant</p>

	around the frontlines and when they die. What happens if someone puts out a nice thing at the school, we appreciate it.
Wendy Doromal	They don't do that.
James Preusser	You're getting into the weeds Mark.
Mark Richard	<p>No. You are going to let me finish. It is the weeds. I am in the weeds.</p> <p>We had to sue to get public records. We had to push, Jim, you helped a little bit. We had to push to see which schools had outbreaks because people can make life or death choices, while receiving chemotherapy.</p> <p>We have had to arm wrestle information, we are treated like we're some sort of invaders. When we just want to pull back transparency on the public government. When we try to and you've been helpful times a week, we got to deal with the reopening and this variant, it's almost like we're the Teachers are a bother to everyone.</p> <p>Now everyone tells us we're at the center of the universe, where everyone loves the teacher; teacher, the most respected people, but we're only going to give you a bonus, even though your mortgage is 30 years. We care so much for you I'm not talking about you guys personally, that we're going to pass \$10 million on to you in part for health insurance.</p> <p>You cannot make a financial decision for a year from now based on any of this money, because it's going away. Now we're tough we have recurring money and non-recurring we get it but we can use the non-recurring money to hire 400 to 500 teachers which is a good thing.</p> <p>So, there is risks the district is willing to take. Dr. Jenkins, the Superintendent is too smart, to honest, she's not going to hire 400 or 500 people hoping to let them go, but you never know what the root of it is. It would be nice to take a risk on some money that's recurring, to take a risk on our nurses, to take a risk on the sick leave bank, because I know places that do exactly that.</p> <p>And nowhere in the world did the sick leave bank fall apart. You all get up there and just make, "it's our analysis", and basically tell us, no. It's so cheap and easy to tell us no as opposed to saying, we're going to actually.</p>
James Preusser	I'm the only one that's made movement so I wouldn't say that you've made any movement. So you're telling me.
Mark Richard	Well let's do that. Will you commit?
James Preusser	Well hold on, hold on. Because you are going off...
Mark Richard	Hold on Jim, I'm almost finished. I promise. I'll do like wrestling, Ill tag when it's your tag.
James Preusser	Okay, well you're not here to do that so I guess we'll do it virtual.
Mark Richard	<p>Good, good, good one. That was funny.</p> <p>So right now we would like to know is there you keep saying package, so it's a package you've used the word package.</p>

James Preusser	I've modified it several times.
Mark Richard	I know, but it is a package, right?
Wendy Doromal	You modified it by taking things our Jim.
James Preusser	Wendy, that's not true. I guess I don't get to talk today?
Wendy Doromal	You took out time supplement. And then you took out nurses, you took out sick leave bank, bank, you took out all kinds of things and then you'd say you're the only one who made movement? You struck, stuck, struck, and struck.
James Preusser	<p>We are going to go to caucus. Because right now this is a one way street, you don't let me talk, you don't let me answer. "I'm almost done!" "I'm almost done!" and then the other one jumps on my back.</p> <p>So let me answer. Let me make some commentary. I thought bargaining was back and forth? I'm not hearing that right now.</p>
Mark Richard	It's because you do let anybody finish. These teachers work their butts off, if their lawyer wants to talk for 10 or 12 minutes you just got to stop and listen. So I'm going to let you talk until you're done, and then you're going to let me do it. Go! You get the four for as long as you want.
James Preusser	No, but I was talking, and then Wendy jumped in. Two against one. So I, you know if you guys want to keep talking at me, that's fine I don't have a problem with that
Mark Richard	I'm trying to get answers!
James Preusser	And I am answering.
Mark Richard	Go ahead, the floor is yours
James Preusser	So my first question back to you is are you rejecting the package proposal? It sounds like you are?
Mark Richard	Of course your package proposal is rejected.
James Preusser	Oh okay, I just want to make sure I get that on the record.
Mark Richard	I'll tell you why in a minute.
James Preusser	<p>Okay, so you you're rejecting the modification. And yes, Wendy, I have modified the package proposal and yes, Wendy, I have taken items from your first opening proposal and embedded them into our packaging proposal.</p> <p>And I countered on those proposals. I have seen no counters from you. You caucus for an hour, maybe you have some and that's fine and I would love to see them if you do, but the bottom line here is a couple things.</p> <p>The reason that I have come back with the \$2,500 and the two year (on benefits), is we're trying to close this, but you're telling me that you're not going to do anything other than recurring Is that correct?</p>
Mark Richard	No!
Wendy Doromal	<p>No!</p> <p>Jim, you know, the problem here is you're not a good listener.</p>

James Preusser	Ok, Wendy, please don't insult me.
Wendy Doromal	You made a counter proposal when you took our proposals and crossed them out with the same salary, after caucus you came back with 500 more.
James Preusser	Right, it is called movement.
Wendy Doromal	What did you expect from ours that was a big deal? Where did you compromise? Where?
James Preusser	First of all, first of all I had no non-economic proposals, even given to you. There we none.
Wendy Doromal	Yes we did! Yes there are!
James Preusser	Wendy, hold on. Hold on.
Wendy Doromal	Extending the DROP. It is non-economic to the district.
James Preusser	You're not listening to me.
Wendy Doromal	You asked me a question.
James Preusser	You didn't listen to it. Let me say it again.
Mark Richard	We're going to give you till two o'clock you have is 12 minutes enough? You want 20? I don't want to interrupt you.
James Preusser	Maybe if you guys want to be condescending, maybe we should just go to caucus?
Mark Richard	I was making a presentation and somehow I'm derailed.
James Preusser	You were derailed by your chief negotiator who has interrupted you and me.
Mark Richard	I like Wendy. I'm going to let you finish and then you'll let us. Go ahead Jim.
James Preusser	So just for the record so that I know, so that I can take it back to the board and superintendent, you reject the package proposal.
Mark Richard	I'll explain. Not don't say right, I'll explain it when you're done.
James Preusser	<p>Well you said yes earlier, of course, was your exact answer, of course. So you rejected the package proposal. I don't need to get into a back and forth about what I submitted into the proposal what I did. All I can say is the district made movement. I didn't make moving on the things you wanted me to make moving on.</p> <p>So for you. I guess that's an issue. I understand. But that's as far as I can go \$2,500 on the supplement, two years on the benefits \$1,000 Bonus. There's no more movement on that. That's where we are. The other items we can probably move on.</p> <p>But again, we made movement based on the predication that we'd like to try to close the deal. That's why I asked you if you're telling me, and I asked you this earlier so I'm going to say it again just so that I understand your position, because the issue that you had before, and your soliloquy that we just heard about, you know, the recurring dollars, and the need to have recurring dollars.</p> <p>If your position is you won't move off of recurring dollars that it seems like we're very far apart. Now you just answered that, I asked you that question again and he</p>

	said no no no. So I need to know, I need to understand is the union telling the district. They will only accept a proposal with recurring dollars, yes or no?
Mark Richard	<p>So the union is telling the district that we reject your position that there will be no recurring dollars in your proposal.</p> <p>What we wanted to get you made it very clear you said if you're looking for any recurring dollars we can't do that, you very well explained your position we don't agree but you explained, you were articulate. So I want to be real careful to the school board, you said earlier, we are going to be very far apart, if we if you're taking the position there has to be recurring dollars here.</p> <p>We didn't say all of them, but we have to have recurring dollars you made it very clear as part of the package. You made it very clear, articulate, you put forth your reasons that this package will not include recurring dollars and you explained why.</p> <p>We're making it clear the package has to have some recurring dollars, and what I was trying to get out earlier is we got to figure this out because if you are at zero recurring dollars and we are we will not take 100% in bonuses and one time money.</p> <p>I believe you and I think you were very candid earlier and you said we're in big trouble us use the words I wrote them down I think we're wide apart far apart, we're far apart, etcetera.</p> <p>Number two, we do not believe any health insurance changes should be put on to the tune of the 10.6 million which is beyond even our group, and you had indicated earlier that you could not do that this time, you were not able not to pass all that on to. So that's the next fundamental change, and that we had, among others, the longevity issue, I think I'm calling it the right term and nomenclature, yeah, forgot which proposal?</p> <p>Yeah, and you were unable to do that. So the question is, are you able to do a package that has significant recurring dollars as part of the composition of the financial increase and you had said no. So we've got a caucus over that.</p>
James Preusser	Right.
Mark Richard	So don't get mad at us.
James Preusser	I'm not mad.
Mark Richard	<p>And we are not mad at you.</p> <p>We are unable, our members do not want to take a package that is has no recurring dollars in it, significantly. The district is saying you can't put any recurring dollars in for all the reasons you said.</p> <p>The memberships instructed us to not pass on health insurance; it is too tough. It's too, too much pressure right now. The district is trying its very best wants to stay solvent, we get it, but it's going to, in its position says, no matter what it's passing on 10 Point Blank millions of which were a portion of.</p> <p>We believe to retain teachers and to show for what they've done that we need some longevity recognition. And you're saying that because that's recurring. That's not</p>

	going to happen. So what we're saying is, despite everybody's best efforts were at a logjam, we got to figure that out, that's all we're saying,
James Preusser	Do you have a counter proposal?
Mark Richard	Counter proposal? The problem is...
James Preusser	So, you are staying with your position? You are not moving from it?
Mark Richard	<p>You've told us it's a package, so we cannot put a package forward a proposal that doesn't have recurring money, you told me not to do that. You said it was a non-starter.</p> <p>Would you accept any package that has a component, a large component of it is recurring dollars you said no, so I have to respect your structure?</p>
James Preusser	I'm asking you if you're going to move from 800 COLA \$1,600 effective and the \$2,200 highly effective, which is \$46 million. Are you going to move from that number, are you going to change that number? Maybe you don't want to answer that right now?
Mark Richard	<p>Sorry, Jim will answer it very directly. The reason we can absolutely bargain if you'll tell us that you will accept a package that has recurring dollars in it, but since you're not then we're bargaining against ourselves.</p> <p>You're saying: "Come with me lower our amount". Of course, we're always open to, to working with you. But the mosaic is: "no recurring dollars which we get".</p> <p>We get your position, and you get ours. You do get ours and we get yours, then it makes no sense that because we're at this.</p> <p>You were very articulate and very fair earlier when you said, we're not doing a package that has recurring dollars. We're not doing a package that our members are telling us, that doesn't have recurring dollars as part of it. Then I don't what to tell you.</p>
James Preusser	I also asked you about the supplements so I made movement on the supplement and moved up by another \$8 million. Because when you go from \$2,000 to \$2,500, it's another \$8 million, and we moved on that.
Mark Richard	You did.
James Preusser	You did, but you're telling me that you would take 4% potentially, provide some form of a proposal and I'm not going to bargain against myself either to try to figure out what exactly it is you're looking for. That's not my job.
Wendy Doromal	<p>Jim take the \$500 and add it to the COLA for 25.</p> <p>Make some real movement, we told you we don't want bonuses we said we don't want one time supplements, but that's where you're moving.</p> <p>You don't hear us you tell us you're not going to put money, that's like March that you've said you're not able to and you're not going to put money into recurring dollars and then you expect us to give you a different powder</p>

Mark Richard	Hey Jim, would you do this? Would you take all of your digits you proposed at 2500 and make them all recurring?
James Preusser	Would I make them recurring?
Mark Richard	<p>Same dollars, the same first year costs would be identical, but you'd be committing, and we would caucus and we will come back and be able to do something with that.</p> <p>So change, I'm agreeing to it I don't have any authority, but would you change all of your dollars to recurring dollars.</p>
James Preusser	<p>No, neither do I. I have no authority to do that.</p> <p>The bottom line is, the board and the superintendent have already looked at the financial landscape and know that it's a challenge and understand that if they go into a situation where they're accepting a proposal for 40 million 60 million whatever it ends up being.</p> <p>That number does not go away ever. And I understand what you're saying about, well, you know, there needs to be a long term investment I understand what you're saying but that's not going to happen through ESSER dollars.</p>
Wendy Doromal	<p>Can I ask a question?</p> <p>Okay. When you're getting ESSER dollars to the tune of \$860 million, which is significant.</p> <p>Doesn't that save you money on different line items? Aren't you saving money because you have that money on hand?</p>
James Preusser	<p>My intention is to get the answers to those questions about where that money was moved to.</p> <p>I know that that we did have some conversation earlier. Judith started the conversation.</p> <p>If you want to send me something, and maybe you already have done so</p> <p>If I missed it. Send it to me again. What specifically are you asking me that you want to see in the numbers that I can potentially (answer).</p>
Wendy Doromal	Mary Grace is compiling that for you right now.
James Preusser	Send it back to me in writing so I can get it back to you by Monday.
Mark Richard	If our package included the \$1,000 as a recurring money are you able to do that?
James Preusser	I would have to take that back. In what form? Are you taking the COLA or what?
Mark Richard	Yeah the COLA. And are you able to use performance ratings of 1600 and 2200. See, our problem is you've made it a package. So even if we were to take one part in, whatever.
James Preusser	I think what you're missing. I wanted to say this earlier, I didn't mean interrupt what I'm trying to say mark is. It's a package, but I'm open for an open to a counter.
Mark Richard	But not as it has recurring dollars as a portion of it.

	<p>So we've got to put our pencil paper, we have to, we're having a hard time, we actually talk in the caucus, you know how smart and professional this team is, as your team.</p> <p>When you go to caucus you guys work, we work, teachers are watching this and counselors and psychologists, and they're rock stars!</p> <p>They, they're so underpaid and underappreciated not to you, but it's exhausting, and they can't go home today and say, I'm getting all this money for one year.</p> <p>Now, I get taxed on it, not your fault. And one year from now. I'm in no better shape economically, unless I save all this money, but every single one of my bills are recurring my car, my electric, my mortgage.</p> <p>Oh by the way honey my health insurance is going up. If I use it. If I use it right it's a utilization.</p>
James Preusser	You are saying that impacts everyone and that's not true.
Mark Richard	No, it only impacts those who use it, I get it, and who fall in the parameters.
James Preusser	If you're not even reaching the auto pocket maximum today Mark, you're not going to reach it tomorrow, unless God forbid there is a catastrophe. It does.
Mark Richard	I know understand that our job is if God forbid someone gets sick with cancer out there unexpected COVID Long Haul. It was a Wendy's job she takes her job seriously as you do yours to not have the person who sickest the hit with the most Economic impact.
James Preusser	I understand that and it's also the board's job to ensure that if the union is asking for \$60 million in recurring money to go into perpetuity. That is not setting us up for success financially in the future
Mark Richard	Our folks at FDA who are looking at the numbers.
James Preusser	I know what FDA says, I do my research. They want you to use the ESSER dollars.
Wendy Doromal	I'm sure you don't know what they say because we meet with financial consultants privately and never publish.
James Preusser	Wendy, I've been bargaining a long time and I have lived all over the United States. I know people in FNA. I do. I do. I do.
Wendy Doromal	Really Jim?
Mark Richard	But here's the bottom line. So Jim, we're going to crossroads, because of something you said earlier, which I actually very much respect the candidness, which is, you all are not and are not able to do a package with recurring dollars. And we're saying we needed a package that has significant recurring dollars.
James Preusser	What does significant mean?
Mark Richard	The vast majority of the money is recurring.
James Preusser	Okay so you're saying that you would move off from your position maybe slightly, but it would still be in that same ballpark?

Mark Richard	We can't give you digits, because we have heard you loud and clear, that there should be no recurring money.
James Proposal	I can't bargain against myself and unless the Union would move on something and give me another move. Give me another proposal to consider that I will consider it.
Mark Richard	I just did earlier. Are you willing to put things in you proposal and make it recurring...you said no.
James Preusser	Put it in writing.
Wendy Doromal	<p>Mark trying to say I think and Mark correct me, is that you're asking us to make the proposal that you want.</p> <p>Because you're telling us you can't do recurring dollars, but you're asking us to redo our proposal so it's more like yours. We can't do that.</p> <p>Because we are advocating for teachers who have rent increases who have broken cars, who were paying before last year from COVID. We cannot just take a measly bonus, it's going to disappear, "poof".</p> <p>They've told us what they want and they want to have salary increases. Look, last year, Tallahassee screwed veteran teachers. Okay, they raised the beginning teachers to 47,500.</p> <p>The veteran teachers who have invested their careers, experience and lives into teaching, are now only a little ahead of them, some of them who taught 10,16 years or a little ahead of where beginning teachers are. We put a longevity supplement to try to help them.</p> <p>It was totally rejected. You didn't counter with okay we can do it at this level, you know; you totally rejected it. Everything that they we really wanted you said no.</p>
Mark Richard	<p>Jim if we put together, and Wendy, correct me if I misspeak here.</p> <p>CTA proposal, number one, the bonus. We were all on the same wavelength, believe it or not, simultaneously, and ours is the \$1,000 is a onetime bonus correct Wendy?</p>
Wendy Doromal	Yeah, we asked for that before the district.
James Preusser	That is not correct. We put ours across the table first.
Wendy Doromal	<p>Yes we did. At a bargaining meeting when they first said they were going to propose giving the 1000. We said we would like every teacher in the bargaining unit to get it, so we are on the same page. We want every teacher in our bargaining unit to get the \$1,000 that DeSantis has committed to some teachers. So,</p> <p>We agree.</p>
Mark Richard	If we can get \$1,000 in a bonus to all instructional personnel. Would you be able to do all other economic enhancements as recurring?
James Preusser	No. no I cannot. And I would say that, you know right now. You know we're talking about a \$40 million on the table. And the teachers. Most of the teachers,

	<p>because if we look at the highly effective and most of the highly effective teachers are most of the teachers are highly effective for the district, which is a good book by most of the teachers based on the proposal I just put across, we get \$3,675 for one year. In a supplement.</p> <p>You guys keep using the phrase bonus, and actually the media got around to, it's not a bonus. It's a supplement</p>
Wendy Doromal	But it is only one year.
James Preusser	You are interrupting me again.
Wendy Doromal	Ok, sorry.
James Preusser	<p>It still goes towards their retirement \$1,000 Bonus, and yes, the \$2.3 million from the state as categorical.</p> <p>Right, that's an additional \$175 So, I know you were bringing up the \$25 before and I get it. I understand that.</p> <p>But don't point the finger at the district about that you understand that, that \$3,675 is what we're talking about and that's what's on the table right now plus no changes to the benefits for two years.</p> <p>I think you will have a hard time, and if you want to show me something in the state, and one of the other counties that's going to offer that, please. I would love to see it I'm sure the board would to say we're going to find it.</p>
Mark Richard	What did you say the total package was again?
James Preusser	\$3,675. I want to break this down. \$2,500 and supplement. Next, \$1,000 bonus. And then, highly effective teachers would get the \$175 Right, effective and \$25 for COLA \$3675.
Mark Richard	The amount of that money a teacher gets out of that \$3,675, 366 days later is zero. Is that correct?
James Preusser	No, that is not correct.
Wendy Doromal	They would get the \$175
James Preusser	This leads us back. This is circling back to the recurring dollar, I know we can't talk about it. It's beating the dead horse, but that's the issue I think you're telling me: "hey we need recurring. I understand your position, I do. And I'm saying, the board is saying, Look, we can't sustain that over time. That's going to put us in a bad position.
Mark Richard	<p>Jim, you hit it on the head so if a teacher gets \$3,675 and then 366 days later, my income as a teacher is only gone up, \$175, that's not sustainable.</p> <p>So just like you want us to appreciate understand the fiscal challenges of the district. So noted.</p> <p>With respect, please. So no, our people can't do it, they can't find out 366 days later, that their family's permanent income has gone up \$175.</p>
Wendy Doromal	I just want to clarify Mark, the district is saying \$1,000 bonus but that's only for 2600 teachers. So you can't even prompt that as the district is given that to the

	<p>majority, it's only those who aren't getting it from the DeSantis so you're talking \$2,500 \$175 to 2500 the district is calling a supplement.</p> <p>In our district supplements are our recurring. If you keep your job, like for instance if you're a basketball coach you get a supplement. If you're a beach volleyball person the district's offering a supplement. They're not offering a supplement to nurses but that's another story.</p> <p>Okay, doing is a bonus. They're doing 2500 And they're calling it as supplement. It's the same thing, it's just a one time you call it a supplement.</p> <p>You call it a bonus I don't care what you label it, it could one time. Here you go.</p> <p>And that's not going to help with medical increases, it's not gone help with, oh my god rent is increasing more at a faster rate in Orlando than any other city in the nation.</p> <p>Now, it's not going to help with daycare. It's not going to help with all these things, It won't last. Why won't it last because teachers are already behind from last year? And they're trying to play catch up now.</p>
Mark Richard	<p>It's not your doing, but how do you decide if you're going to send your kid to Valencia College versus UF, versus a private school? That lets her live her dreams.</p> <p>When you tell the family. My income is going up again, \$3,675, or 25, whatever it is, for your freshman year, But I don't have any of that money except \$175 For my second one</p> <p>You and I don't disagree, the pressure of non-recurring money is so oppressive, that we want a vast majority of the dollars to be able to have people have some certainty and predictability in their lives, for all that they do, you aren't getting funded from the state correctly, none of us are, it's indictable, it's crazy.</p> <p>And then all this money comes through Washington and then we think it's going to come through and actually help us, it's for several years, but it's only one year's worth of commitment. So we're just add a loggerhead, or added a jam point about the recurring versus the non-recurring. The longevity and the health insurance which and the other issues are important I'm just I'm just highlighting those.</p>
James Preusser	<p>So, just to make a comment, you know, it's interesting. You speak to the federal government and the ESSER dollars the federal government, the United States Department of Education told the Florida Department of Education, that they couldn't use the ESSER dollars for bonuses.</p> <p>Okay, so you keep asking me about why we can't use the ESSER dollars. That's why we're using the money from the non-recurring fund.</p> <p>The non-recurring fund, the money from that fund, we're taking it down very far to the minimum.</p> <p>I'm happy to go back to the Superintendent and the Board, and tell them what your position is but I've already told them what your position is, they know that you have, and we know that because I don't, and you know, I come back to the table with really where I am, that's as far as I can go to 2500 and the two year on the benefit because I know those are issues for you.</p>

	I know you don't like the supplement. Okay. But that's, you know, that's as far as I can go on the supplement so.
Mark Richard	We understand that we can't go any further, unless we know, a significant portion of the dollar amount is recurring. So Jim, we got to talk we all got to think.
James Preusser	So you're saying, you keep using the word significant. So that leads me to believe. And again, I'm not going to bargain against myself because I haven't seen a proposal. But that leads me to believe that if you came across the table with a proposal like that. It would be very close to where you are today, obviously you have to fall within alignment with what the statute says, I get that. And that's why our proposal says what it says you laughed earlier about number five and that proposal. But that's why it says it complies with the statute because that's all I have for now.
Wendy Doromal	Yeah, and Jim I'll need a copy of that statute.
James Preusser	Sure, no problem.
Wendy Doromal	It's really bizarre that you stuck that in there. So one of my counters is striking that I'll tell you right now.
James Preusser	Okay, that's fine, but we don't want teachers to think that the district came up with the formula, or the language as it relates to the statute.
Wendy Doromal	Don't worry, I think most teachers are educated and they get.
James Preusser	I didn't say they weren't, my brother is a teacher and has been for 40 years. So you are preaching to the choir.
Mark Richard	Good for your brother.
James Preusser	Point I want to make is, look, I think right now we're at a standstill, we've gone back and forth a couple times. I know we have bargaining on the 22nd. If you want to send me your request for information specifically in writing, send them to me. Please copy LeighAnn and Scott Lindsey, we will get the answers to you.
Mark Richard	Ok.
James Preusser	Who will they come from Wendy? You or Mary Grace?
Wendy Doromal	They will come from Mary Grace.
James Preusser	Ok, very good, I'll watch for them.
Wendy Doromal	Also, I want to make sure that today. We started at impact bargain, teachers have been calling us texting us and emailing us very, very concerned about the state of COVID in Orange County. The masked mandate from the board has teachers very worried. We are now in high risk level. I got an alert on my phone in my email today for COVID cases surging in LA County, they're making mass a mandate again, and we know that Mayor Demings said that it's not a mandate but it's highly recommended and keep social distancing.

	<p>We know students are coming back, there won't be social distancing, we expect teachers to get that we expect students to get very sick.</p> <p>We're really worried and we want to impact bargain continuation of some sort of the safety protocols we put in place with our MOU previously so we need to set a date for that as soon as possible.</p> <p>Yesterday the LA government warned their residents, not to travel to two places, Nevada and Florida. So we're concerned, we know there's breakthrough cases with people who have been vaccinated we know only 27% of those under 18 In Orange County have been vaccinated we're pushing and hoping parents will get them vaccinated, but we're in a bad situation. So if you could give us the date.</p>
James Preusser	<p>If you want to send me your demand the bargain. I mean I know we sent you the update on the face mask okay but that's a meeting and we will go from there.</p> <p>Are you saying that based on the decision by the school board on the face mask policy and the change that you want to bargaining attached to that to that decision,</p>
Wendy Doromal	<p>Did I say that people? No.</p> <p>What I said if that's part of it. What's also part is the fact that CDC has new mandates for schools so we hope you would follow.</p> <p>A part of it is the situation in the community. We hope you would be aware of it and handle any safety protocols based on science, in fact, did I say the school board was the only thing? No I didn't</p>
James Preusser	<p>Wendy are you being rude? I just asked a question. Send me your letter to demand to bargain and we will go from there. You can tell me, specifically what you want to bargain.</p>
Wendy Doromal	<p>Ok, I'm sending it.</p>
James Preusser	<p>Alright are we finished for the day? Is there anything else?</p>
Wendy Doromal	<p>No. Mark you have anything else?</p>
Mark Richard	<p>No. We are all going to keep on trying.</p>
James Preusser	<p>Ok, have a good day.</p>
MEETING ENDS	

Appendix A

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

ARTICLE XVI
SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the first duty day of the current school year. For school year ~~2020-21~~ 2021-22 ~~2020-21~~, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

- ~~1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.~~
- ~~2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.~~
- ~~3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).~~
- ~~4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).~~
- ~~1. There will be a cost of living adjustment of \$800 for all personnel regardless of instructional practice score.~~
- ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$1,600.~~
- ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,200.~~
- ~~4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.~~

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1. There will be a cost of living adjustment of \$25 for all personnel regardless of instructional practice score.
2. Teachers with a summative performance rating of Effective shall receive an additional \$100.
3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$150.
4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.
5. The cost of living adjustment and performance pay complies with Florida Statutes and the budgeted dollars allocated by the Florida Legislature.

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.

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- 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

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teaching for which the employee received an effective performance evaluation or higher.

- c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.
 - d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases.
- 3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
- 4. Supplement Handbook
 - a. The Board shall publish and post a Supplement Handbook on the CBLT websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.
 - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
 - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
- 5. Additional Period Pay
 - a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers

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volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.

- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/197 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
 - 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.

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- 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. Nonmonetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers

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newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.

E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.

F. Method of Payment

1. ~~**Ten-month**~~ Employees shall be paid biweekly ~~beginning~~ on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. ~~Two~~ **One** payments per year will be for eight days ~~each~~ and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.

a. Starting with the 2022 – 2023 school year, ten-month (10) employees shall be provided the option of receiving their paychecks in one of the following two (2) ways:

- 1) The employee will be paid bi-weekly in twenty-two (22) installments.
- 2) The employee will be paid bi-weekly in twenty-six (26) installments, if requested. These employees shall be placed on deferred pay status and a percentage of the employee's pay will be reserved for payment after the final paycheck of the year. These employees shall receive their regular salary in twenty-two (22) biweekly installments, and the remaining reserved net money shall be divided by four (4) and paid bi-weekly during the summer months.

- ~~2. If requested on or before the last day of preplanning, ten-month teachers who receive their paycheck in twenty two (22) installments, shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.~~

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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.

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- 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).

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- 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.

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- 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.

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- 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.

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- 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

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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.

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- L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.

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Appendix B

Proposed 2021/2022 Plan

	Proposed 2021/2022	2020/2021	Proposed 2021/2022			2020/2021	Proposed 2021/2022			2020/2021	Proposed 2021/2022		
	SureFit	Local Plus - Plan A				HRA - Plan B				OAPIN – Plan C			
Network	Advent and CVS	Local Network				National Network with Out of network Coverage				National Network			
HRA Contribution	N/A	N/A				\$250	\$0			N/A			
Deductible (Individual/Family)	\$300/\$600	\$300/\$600	\$500/\$1,000			\$2,000/\$4,000	\$3,000/\$6,000			\$250/\$500	\$400/\$800		
Coinsurance	10%	10%	20%			20%	20%			20%	20%		
Medical Out of Pocket Max	\$5,500/\$11,000	\$5,500/\$11,000	\$6,500/\$13,000			\$5,500/\$11,000	\$6,500/\$13,000			\$5,500/\$11,000	\$6,500/\$13,000		
RX Out of Pocket Max	\$1,500/\$3,000	\$1,000/\$2,000	\$2,000/\$4,000			\$1,000/\$2,000	\$2,000/\$4,000			\$1,000/\$2,000	\$2,000/\$4,000		
PCP/Specialist Copays	\$35/\$55	\$35^/\$55^	\$35^/\$55^			\$30/\$45*/\$65**	\$30/\$45*/\$65**			\$30/\$55	\$30/\$55		
ER Copayment	\$400	\$400^	\$400^			\$400 + 20%	\$400 + 20%			\$400	\$400		
RX - Retail (30 days)													
RX Deductible (does not apply to generic)	\$100 Deductible		\$100 Deductible				\$100 Deductible				\$100 Deductible		
Generic	\$9	\$9	\$9			\$9	\$9			\$9	\$9		
Brand - Preferred	\$60	10%, minimum of \$55 (max \$300)	10%, minimum of \$60 (max \$300)			\$55	10%, minimum of \$60 (max \$300)			\$55	10%, minimum of \$60 (max \$300)		
Brand - Non-Preferred	\$90	10%, minimum of \$60 (max \$300)	10%, minimum of \$90 (max \$300)			\$60	10%, minimum of \$90 (max \$300)			\$60	10%, minimum of \$90 (max \$300)		
Specialty	\$100	10%, minimum \$90 (max \$300)	10%, minimum \$100 (max \$300)			\$90	10%, minimum \$100 (max \$300)			\$90	10%, minimum \$100 (max \$300)		
		^Must meet deductible then copay/coinsurance applies				* Cigna Care Network (CCN) provider; ** non-CCN provider							
Per Month (10 months)	21/22	20/21	21/22	\$ Increase		20/21	21/22	\$ Increase		20/21	21/22	\$ Increase	
Employee	\$0.00	\$0.00	\$0.00	\$0.00		\$52.54	\$52.54	\$0.00		\$52.54	\$52.54	\$0.00	
Employee + Spouse	\$352.24	\$352.24	\$352.24	\$0.00		\$1,183.70	\$1,183.70	\$0.00		\$826.22	\$826.22	\$0.00	
Employee + Child(ren)	\$50.00	\$70.46	\$70.46	\$0.00		\$850.36	\$850.36	\$0.00		\$521.74	\$521.74	\$0.00	
Employee + Family	\$400.00	\$422.70	\$422.70	\$0.00		\$1,494.70	\$1,494.70	\$0.00		\$1,110.26	\$1,110.26	\$0.00	
Half Family	\$0.00	\$0.00	\$0.00	\$0.00		\$282.94	\$282.94	\$0.00		\$90.72	\$90.72	\$0.00	
Part-time Employee	\$464.43	\$464.43	\$464.43	\$0.00		\$516.98	\$516.98	\$0.00		\$516.98	\$516.98	\$0.00	

Appendix C

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

ARTICLE XIV
DUTY DAY

- A. Except as otherwise provided in this Contract, the employee duty day shall be seven hours and 30 minutes including a duty-free lunch, or 37 ½ hours per week total.
- B. As part of an ongoing program of school improvement, and in recognition of individual schools' needs to be given increased responsibility for site-based decision making, the parties agree to the following relating to the employee duty day:
 - 1. The duly elected Faculty Advisory Committee and the administrator, with input from the school staff may mutually agree on scheduling arrangements for teachers to include, teaching load(s), student contact time, planning time, duty time, extended-duty assignments, compensatory time, coverage of classes in lieu of using substitutes, scheduling of elementary teachers, the use of flexible time blocks, common planning time, end of course testing schedules, scheduling of special area teachers and the implementation of any mandated school wide programs which affect any of the provisions found in this article. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers to this process for consideration.
 - 2. Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. The agreement(s) shall remain in effect until the end of the school year. The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.
 - 3. In the absence of mutual agreement, the following provisions shall apply to those areas where such agreement cannot be reached:

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- a. When an emergency situation arises, an extended duty assignment beyond the regular duty day may be made. When such becomes necessary, volunteers shall be sought first. If no one volunteers, consideration shall be given to the employees' personal commitments which cannot be rescheduled. Employees so assigned shall be allowed to take an equal amount of time off during non-student contact time, within ten duty days or at a time mutually agreeable between the teacher and the principal. Employees may receive time off for voluntarily participating in school activities occurring outside of their regular workday.
- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.

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- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.
- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle ~~school, and~~ and high school, ~~and post-secondary~~ teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. ~~Post-secondary teachers shall have an average daily planning time of at least 50 minutes.~~ Post-secondary teachers shall have an average daily planning time of at least 50 minutes, at least 35 of which shall be contiguous.

Planning time shall be used for purposes of preparation, which may also include conferences with parents, administrators, or other teachers, and/or giving special assistance to students. A teacher shall not be restricted to remain in a particular area of the school during his/her planning time; however, this provision does not apply to common planning time. A reasonable effort shall be made by the administrator to provide a special area for planning. Schools shall provide a common planning time once a week for instruction.

Teachers who assume additional teaching or duty assignments or have rotational assigned supervision during the student day may not necessarily be guaranteed the planning time outlined above.

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another

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teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.

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

1. In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute for another teacher, however, classified staff and non-classroom teachers should be used to cover classes prior to resorting to splitting classes.
2. The definition of emergency is a sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation. Examples include, but are not limited to, a sudden unexpected and severe medical event at school, or when a teacher has a family crisis during the school day requiring his/her immediate attention.
3. It is not an emergency when:
 - a. a teacher arrives late due to reasons such as illness, car problems, or traffic and misses less than a quarter day of work;
 - b. a teacher needs one or two periods of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
 - c. a teacher leaves early due to a doctor's appointment;
 - d. a Kelly Services substitute arrives after the start of a work day; or
 - e. teachers are released to attend professional development either off-site or onsite.

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4. School administrators are precluded from cancelling substitutes and will be notified of such limitation on their authority.
 5. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.
- D. Media centers in all schools shall observe a flexible schedule.
- E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.
1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
 2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
 3. If district-wide ratios for students to social workers not assigned to schools exceed the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
 4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (v) in and out upon arrival and departure from their work site.

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- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.
- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.
- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In

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such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.

- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
 - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
 - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
 - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.
 - c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended

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hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.

2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020-21, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.

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- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

~~W. Hybrid Teaching – Teachers will not be required or assigned to teach both remote and in-person students simultaneously, unless required by federal or state law in which case the following shall apply:~~

- ~~1. In order to determine assignments to Hybrid Teaching, the administrator shall meet with the affected department(s)/program(s) to seek volunteers.~~
- ~~2. Bargaining unit employees assigned to Hybrid Teaching will receive the additional period pay supplement.~~
- ~~3. Bargaining unit employees assigned to Hybrid Teaching will be provided two planning periods.~~

Appendix D

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ARTICLE XV

WORK YEAR

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

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

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

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

J. Extended Employment

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

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~~c. Extended employment dates shall be mutually agreed between the administrator and the employee.~~

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

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- K. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:
1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
 2. Student contact time per day shall not exceed six hours and 15 minutes excluding passing time.
 3. Employees may take 22-minute breaks at their discretion, with the approval of the administrator.
 4. The on-site planning period shall be at least 30 minutes per day.
 5. Employees shall be paid at their hourly rate of pay.
 6. Sick leave shall be prorated on a 9.35 hour day

Appendix E

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
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ARTICLE XVIII
LEAVES OF ABSENCE

A. General Provisions

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

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

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

17. Return from Long-Term Leave

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

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B. Sick Leave

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

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10. Sick Leave Donation

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

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

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

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

D. Personal Leave

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

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

E. Professional Leaves

1. Exchange Teaching

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

2. Detached Service

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

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

3. Temporary Duty

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

4. Temporary Professional

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

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students. The leave may include consideration of reasonable travel time.

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

F. Civic Leaves

1. Jury Duty Leave

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

2. Court Leave

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

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3. Political Leave

- a. Leave of absence without pay for up to twelve (12) weeks shall be granted to an employee for the purpose of campaigning for a public office for which s/he has officially qualified.
- b. Leave of absence without pay may be granted for any employee elected to public office.
- c. Short-term leave of absence with pay shall be granted for elected public officials to conduct official business for up to five (5) days per year. Additional days may be granted by the Superintendent.

G. Annual Leave

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

Years of Service	Annual Leave Days
0-4	13
5-9	16
10 or more	19
4. For purposes of computing the number of years of experience in order to determine the number of days of annual leave to which an employee is entitled, a year of experience is earned when an employee is employed for one or more days beyond six (6) months within a fiscal year.
5. One (1) or more days of annual leave may be used at any time during the year subject to the approval of the administrator in advance. Annual leave must be

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scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.

6. A teacher shall be paid at his/her current daily rate of pay for accrued annual leave if s/he is returned to less than 12-month status.
7. If Annual Leave is requested and not granted during that fiscal year, an employee shall be paid at the end of that fiscal year for the number of days requested, and his/her annual leave balance shall be adjusted accordingly.
8. No employee shall be granted fewer annual leave days than s/he received prior to ratification of this Contract.
9. An employee who leaves his/her employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days unless prohibited by law.
10. If an employee elects to enter the Deferred Retirement Option Program (DROP), s/he may receive annual leave pay-out subject to the provisions of DROP.

H. Military Leave

1. Short-Term

- a. An employee who is a member of the National Guard, or who is a commissioned reserve officer or reserve enlisted personnel in the United States military service, shall be granted a leave of absence from his/her respective duties, without loss of pay, time or efficiency rating, for all days s/he is engaged in active duty or training ordered under the provisions of the United States military. Such leaves of absence shall not exceed 17 days in any one annual period.
- b. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- c. The employee shall attach a copy of his/her orders to his/her request for leave.

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Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
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- d. The employee should endeavor to have his/her periods of training scheduled during his/her summer vacation. In cases where the employee requests military leave, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

2. Long-Term

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

I. Bereavement Leave

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1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees must use sick leave with or without pay for bereavement leave.
 2. Immediate family is defined as spouse, same sex domestic partner, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 3. Additional time may be granted at the discretion of the Administrator.
- J. In the event the Board seeks to resume the practice of granting sabbatical leave, the District and the Association shall immediately meet to negotiate the provisions governing this sabbatical leave.
- K. The District and the Union will continue to review and implement improvements in the Employee Self Service System (ESS).

L. Quarantine Leave

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

Appendix F

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #13
Appendix F Registered Nurses – Substitute Pay, Equipment & Supplies, and
Supplement
July 16, 2021

APPENDIX F
REGISTERED NURSES

- A. The following articles and sections are not applicable to registered nurses:
1. Article VI, Section Q.6.
 2. Article VII
 3. Article VIII, Sections A - I., N., Q., R.
 4. Article IX, Sections B., C., D., and G.8. and 12.
 5. Article X, Sections A., B., C, D., E., H. K.2.
 6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
 7. Article XV, Sections F., G., and H.
 8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
 9. Article XVII, Sections H. and O.
 10. Article XVIII, Section E.1.
- B. The work year for registered nurses shall be 197 days including six paid holidays.
- C. Any employment beyond the 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.
- D. The probationary period shall be for three years, in accordance with the following:
1. During any of the first three years of employment, termination shall be for cause only.
 2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.
- E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.

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- F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.
- G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.
- H. Nurses who are asked to cover school clinics in lieu of a substitute nurse will be additionally compensated at receive the average rate of pay that the board would pay for an agency registered nurse to cover a school clinic.
- I. The Board shall provide equipment and supplies to aid the lead nurses in the performance of their duty to train clinic and school staff to provide safe and reliant care to students.
- J. Lead nurses will be provided a supplement as described below:

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

Appendix G

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
July 16, 2021

APPENDIX H
ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

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

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
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Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

- ~~1. Secondary Level class sizes will have a class cap based on the following:~~
 - ~~a. 180 (1 class prep)~~
 - ~~b. 165 (2 class preps)~~
 - ~~c. 150 (3 class preps)~~
 - ~~d. 135 (4 or more class preps)~~
- ~~2. Elementary level class sizes will have a class cap based on the following:~~
 - ~~a. K-3 shall have a cap of 25 students per semester.~~
 - ~~b. 4-5 shall have a class cap of 30 students per semester.~~
 - ~~c. Combinations of K-3 and 4-5 teaching assignments shall be calculated proportionately.~~

<u>Elementary Level Class Size Chart</u>	
<u>Grade Level Range</u>	<u>Average Number of Students per Semester</u>
<u>K-3</u>	<u>35</u>
<u>4-5</u>	<u>40</u>
<u>Elective/Specials</u>	<u>180</u>

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
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<u>Secondary Level Class Size Chart</u>	
<u>Number of Curriculum Preps</u>	<u>Average Number of Students per Semester</u>
<u>1</u>	<u>180</u>
<u>2</u>	<u>165</u>
<u>3</u>	<u>150</u>
<u>4 or more</u>	<u>135</u>

- C. Any Instructor that is over the class cap by 20% based on average active weekly enrollment for the semester shall be given an prorated Additional Period Pay supplement.
- D. Instructors will be permitted to assist in the review and evaluation of curriculum. Participation in the development of curriculum shall be optional.

Appendix H

DISTRICT PROPOSAL #3 -- AMENDED
2021-22 Supplement for Instructional Employees
July 16, 2021

Supplement for Instructional Employees

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding instructional personnel with a one-time supplement in the amount of \$2,500 per instructional employee.

This \$2,500 supplement will be distributed to all eligible, instructional personnel hired in benefited positions on or before October 8, 2021. All eligible, instructional personnel must have an active employment status on the date(s) the supplement is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and the date(s) of payout who otherwise are eligible to receive the supplement will be included.

The supplement is scheduled to be paid in two (2) equal installments: \$1,250 in the October 27, 2021, check and \$1,250 in the January 19, 2022, check.

Appendix I

Proposed 2021/2022 and 2022/2023 Plan

	Proposed 2021/2022	2020/2021	Proposed 2021/2022		2020/2021	Proposed 2021/2022		2020/2021	Proposed 2021/2022	
	SureFit	Local Plus - Plan A			HRA - Plan B			OAPIN – Plan C		
Network	Advent and CVS	Local Network			National Network with Out of network Coverage			National Network		
HRA Contribution	N/A	N/A			\$250	\$0		N/A		
Deductible (Individual/Family)	\$300/\$600	\$300/\$600	\$500/\$1,000		\$2,000/\$4,000	\$3,000/\$6,000		\$250/\$500	\$400/\$800	
Coinsurance	10%	10%	20%		20%	20%		20%	20%	
Medical Out of Pocket Max	\$5,500/\$11,000	\$5,500/\$11,000	\$6,500/\$13,000		\$5,500/\$11,000	\$6,500/\$13,000		\$5,500/\$11,000	\$6,500/\$13,000	
RX Out of Pocket Max	\$1,500/\$3,000	\$1,000/\$2,000	\$2,000/\$4,000		\$1,000/\$2,000	\$2,000/\$4,000		\$1,000/\$2,000	\$2,000/\$4,000	
PCP/Specialist Copays	\$35/\$55	\$35^/\$55^	\$35^/\$55^		\$30/\$45*/\$65**	\$30/\$45*/\$65**		\$30/\$55	\$30/\$55	
ER Copayment	\$400	\$400^	\$400^		\$400 + 20%	\$400 + 20%		\$400	\$400	
RX - Retail (30 days)										
RX Deductible (does not apply to generic)	\$100 Deductible		\$100 Deductible			\$100 Deductible			\$100 Deductible	
Generic	\$9	\$9	\$9		\$9	\$9		\$9	\$9	
Brand - Preferred	\$60	10%, minimum of \$55 (max \$300)	10%, minimum of \$60 (max \$300)		\$55	10%, minimum of \$60 (max \$300)		\$55	10%, minimum of \$60 (max \$300)	
Brand - Non-Preferred	\$90	10%, minimum of \$60 (max \$300)	10%, minimum of \$90 (max \$300)		\$60	10%, minimum of \$90 (max \$300)		\$60	10%, minimum of \$90 (max \$300)	
Specialty	\$100	10%, minimum \$90 (max \$300)	10%, minimum \$100 (max \$300)		\$90	10%, minimum \$100 (max \$300)		\$90	10%, minimum \$100 (max \$300)	
		^Must meet deductible then copay/coinsurance applies			* Cigna Care Network (CCN) provider; ** non-CCN provider					
Per Month (10 months)	21/22	20/21	21/22	\$ Increase	20/21	21/22	\$ Increase	20/21	21/22	\$ Increase
Employee	\$0.00	\$0.00	\$0.00	\$0.00	\$52.54	\$52.54	\$0.00	\$52.54	\$52.54	\$0.00
Employee + Spouse	\$352.24	\$352.24	\$352.24	\$0.00	\$1,183.70	\$1,183.70	\$0.00	\$826.22	\$826.22	\$0.00
Employee + Child(ren)	\$50.00	\$70.46	\$70.46	\$0.00	\$850.36	\$850.36	\$0.00	\$521.74	\$521.74	\$0.00
Employee + Family	\$400.00	\$422.70	\$422.70	\$0.00	\$1,494.70	\$1,494.70	\$0.00	\$1,110.26	\$1,110.26	\$0.00
Half Family	\$0.00	\$0.00	\$0.00	\$0.00	\$282.94	\$282.94	\$0.00	\$90.72	\$90.72	\$0.00
Part-time Employee	\$464.43	\$464.43	\$464.43	\$0.00	\$516.98	\$516.98	\$0.00	\$516.98	\$516.98	\$0.00