

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

This Memorandum of Understanding (MOU) is made on this 8th day of December 2020 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely reopening schools for the 2020-21 School Year.

The parties mutually agree as follows:

The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

**Health and Safety**

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed by the parties in writing. The District will also consider the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County, to the extent they do not conflict with the CDC. Notwithstanding the foregoing, to the extent the CDC guidelines conflict with the Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.

2. In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.

3. The District will update emergency plans and contact lists, and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested

positive for COVID-19, including but not limited to the following:

a. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic, including clear guidelines for nurses.

b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID-19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.

c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.

d. Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" may be utilized for this purpose provided the OCPS immediately updates all incidents.

e. Following CDC guidelines on how to disinfect the portions and/or all of building as necessary if someone is symptomatic and/or COVID-19 positive.

f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.

g. Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.

h. Preparing for targeted school closures where necessary.

i. If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.

Said procedures will be developed in accordance with CDC guidelines and in collaboration with local health officials and OCCTA.

4. Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members may indicate a preference for a LaunchED@Home assignment to teach or conduct work-related duties at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand the District will work to accommodate those employees at their school site to minimize exposure to the extent feasible. The employee shall return to their same worksite and position if available.

5. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID-19 pandemic period during the school year 2020-2021 only upon the approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of the request being submitted.

**6.** Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.

**7.** If an employee is sent home due to COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Employees may also be eligible for paid Emergency Sick Leave or Emergency FMLA under the Federal Families First Coronavirus Response Act (FFCRA-HR 6201). Once employees have exhausted all available leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

**8.** The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.

**9.** The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.

**10.** Any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email.

**11.** The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g. elective teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, physical/plexiglass barriers, masks, gloves, and additional supplies as needed.

Teachers will be permitted to wear scrubs or casual clothing. Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local administration will coordinate other facilities for use. Otherwise, the District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

**12.** Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.

**13.** Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.

**14.** Pursuant to CDC guidelines, face coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.

Individuals should be frequently reminded not to touch the covering and to wash their hands frequently. Information should be provided to staff, students, and students' families on proper use, removal, and washing of face coverings.

High-Risk teachers and those in situations where students are not wearing masks or 6 feet physical distancing cannot be achieved will be provided with KN95 masks. Complaints or inquiries will be processed pursuant to the Joint Safety Committee. Article II, Section M (6)(b)(2)

**15.** Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.

**16.** Teachers will be allowed to have air purifiers in their classrooms or offices.

**17.** As recommended by the CDC, the District will "provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times." The District will require each school to establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District.

~~18.~~ All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.

19. [intentionally left blank]

20. In order to avoid congregation of employees upon arrival and departure from the worksite, to check in and out, the District will provide an electronic check in/out sheet.

21. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.

22. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.

23. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.

24. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.

### **Training**

25. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

26. The District shall provide meaningful training, guidance, and instructional materials.

27. District professional development will be made available online to assist staff in completion of requirements for recertification.

### **LaunchED @Home**

28. Employees and students who are engaging in LaunchED@Home will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.

29. Teachers engaging in LaunchED@Home will be available on screen for students throughout the entire duration of each class, but the parties acknowledge teachers may be subject to personal needs, other drills or situations beyond a teacher's control.

30. Regular attendance and grading policies will be followed while engaging in LaunchED@Home.

31. The District will ensure that employees who are engaging in LaunchED@Home have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator and it will be provided in a timely manner.

32. The District will provide employees with learning platforms to conduct LaunchED@Home.

33. Employees who are engaging in LaunchED@Home will be given the option of conducting it from a classroom.

34. Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or room, or areas used by bargaining unit employees for concerted activities. Teachers will have control over the activation and deactivation of cameras.

Live steaming and cameras will only be permitted during the 2020-2021 School Year.

35. If video cameras are used in classrooms to provide live or recorded instruction:

- a. Teachers must be trained on the proper usage of equipment.
- b. The District will ensure the security of the data and how it is stored.
- c. The District will ensure student and personal privacy including, but not limited to, FERPA prior to the first day of the usage of such audio/visual devices.
- d. Teachers must be notified of which students in their classrooms have signed applicable consent forms and the District will ensure that policies and procedures for dealing with students whose parents have not provided consent are followed.
- e. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by gross negligence of the employee.
- f. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
- g. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom upon the installation of such devices.

36. Teachers may record their own lessons at their discretion.
37. Teachers will inform their worksite Administrator if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.
38. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the employee.
39. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.
40. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's Code of Student Conduct.
- 41.[intentionally left blank]
42. Employees shall not be disciplined or held responsible for damage to District equipment related to LaunchED platform, unless the equipment is damaged due to the gross negligence and/or an intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or student. While teaching under the LaunchED platform, the teacher will be responsible to report abuse, neglect, or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing LaunchED@Home may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others. Employees shall not be disciplined or held responsible in any way for actions of others that might be witnessed or heard by students.
43. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or matters that arise from LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

### **Workload**

44. Preferably, Teachers will not be required to perform both on-campus face-to-face and LaunchED@Home simultaneously. As requested by CTA, SDOC will continue to give first consideration for LaunchEd@Home positions at their worksite for teachers who are at increased and/or high-risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members. The parties acknowledge the external circumstances and the changing preferences of parents must be considered.

45. Employees will be notified of their work times, schedule, and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.

46. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

47. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments to the extent feasible.

48. [intentionally left blank]

49. [intentionally left blank]

50. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically within three (3) duty days of the request as stated in the lesson plan settlement.

51. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.

52. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.

### **Evaluations**

53. [intentionally left blank]

54. [intentionally left blank]

55. [intentionally left blank]

56. If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.

### **Electives**

57. Supply lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in elective from homes.

58. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing



cast size, distanced seating, and virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

**Terms and Conditions:**

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein, and the OCCTA will utilize the Joint Safety Committee to recommend or establish best practices and mechanisms to monitor and enforce safety protocols or to revisit the subjects addressed herein.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the Collective Bargaining Agreement remain in full effect and in the event of a conflict between this Memorandum of Understanding and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail unless mutually agreed by the parties in writing.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties.

**Duration:**

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021, unless otherwise mutually agreed to by the parties in writing.

Executed on this 8th day of December 2020.

For School Board of Orange County, Florida

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

James Preusser  
Senior Executive Director, Human Resources

For Orange County Classroom  
Teachers Association

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

Wendy L. Doromal  
President

**MEMORANDUM OF UNDERSTANDING #12**  
**Salary Increases for 2020-2021 School Year**  
**November 17, 2020**

This Memorandum of Understanding is made on this 17<sup>th</sup> day of November 2020, by and between the School Board of Orange County, Florida (SBOC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

**Purpose:**

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

**Duration:**

This memorandum shall commence effective from the date of ratification.

**Scope:**

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

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%).

**WHEREAS**, for the 2020-21 School Year, the above distributions for Prekindergarten teachers not funded by the Florida Education Finance Program will be funded by the Early Learning Childcare Provider Eligibility Grant. Beginning with the 2021-22 school year, the above distributions for Prekindergarten teachers not funded by the Florida Education Finance Program will be funded through recurring, unrestricted revenues from the State, or if necessary, reductions to the operational budget.

**MEMORANDUM OF UNDERSTANDING #12**  
**Salary Increases for 2020-2021 School Year**  
**November 17, 2020**

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

1. All members of the bargaining unit whose percentage increase is less than any salary increase received by any other OCPS employee for the 2020-2021 School Year will receive an additional increase of the percentage difference. This provision excludes promotional increases within OCPS and any other increases due to an internal position change.
2. If the State provides an increase to OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases.

**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

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

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

For School Board of Orange County, Florida

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

James Preusser  
Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association

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

Wendy L. Doromal  
President

**TENTATIVE AGREEMENT #1 – 196 to 197 Duty Days**  
**Article XV Work Year, Article XVI Salary, and Appendix F Registered Nurses**  
**March 26, 2020**

**ARTICLE XV**

**WORK YEAR**

**J. Extended Employment**

3. Beginning in the ~~2014-15~~ 2020-21 school year, JROTC teachers shall work ~~196~~ 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.

**ARTICLE XVI**

**SALARY**

**B. Differential Pay**

**5. Additional Period Pay**

- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/~~196~~ 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.

**TENTATIVE AGREEMENT #1 – 196 to 197 Duty Days**  
**Article XV Work Year, Article XVI Salary, and Appendix F Registered Nurses**  
**March 26, 2020**

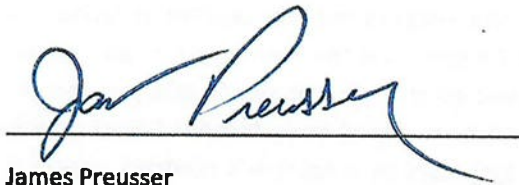
**APPENDIX F**

**REGISTERED NURSES**

- B. The work year for registered nurses shall be ~~196~~ 197 days including six paid holidays.
- C. Any employment beyond the ~~196~~ 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.

STATUS: As of 3-20-2020, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:



Wendy L. Doromal

President

**TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers**  
**Article IX Assignments and Transfers**  
**March 26, 2020**

**ARTICLE IX**

**ASSIGNMENT AND TRANSFERS**

- A. Employees shall be assigned by the Superintendent to positions which fit their preparation, certification, experience and aptitude.
- B. A teacher shall not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificate.
- C. Teachers shall receive notice of their tentative teaching assignments on or before the first day of traditional calendar post-planning. It is expressly understood that such assignments are only tentative and may be changed for reasons relating to changes in school-wide or class enrollment, the addition or reduction of educational services at the school, changes in staffing, or vacancies.
  - 1. If changes are required, the teacher shall be notified of the new assignment, and the reason for the change, as soon as feasible. An opportunity shall be provided for the teacher to discuss the change.
  - 2. The teacher may request an alternate assignment.
  - 3. Involuntary changes in assignment at the work-site shall not be made in a punitive manner.
- D. Guidance personnel and Resource Teachers within a school should be utilized fully in programs that are student oriented.
- E. When an employee is hired to replace someone on long-term leave, the following shall apply:
  - 1. Such temporary employees shall be members of the bargaining unit and shall be issued temporary interim contracts or placed on temporary employment status.
  - 2. It is understood that the temporary employment shall be for a specified period depending on the length of the leave and there shall be no further expectation of employment beyond the time specified.

**TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers**  
**Article IX Assignments and Transfers**  
**March 26, 2020**

3. If the employee who took the leave of absence does not return to duty upon the expiration of that leave, the temporary employee shall have no expectation of being recommended to fill the position. The administrator shall not be precluded from recommending a temporary employee for regular employment.
4. The temporary employee may reactivate his/her application for employment upon completion of the temporary assignment.

**F. Temporary Assignments and Transfer**

**1. When the superintendent temporarily assigns an employee to a special project, the employee's regular position shall be treated as if s/he were on a long-term leave of absence for purposes of this article.**

**2. When the superintendent temporarily transfers an employee, the transfer should not exceed 30 duty days. After the temporary transfer period ends, the employee will return to their original assignment and work location.**

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

1. Two teachers may voluntarily change schools upon mutual agreement of the administrators involved and with the approval of the Superintendent.
2. Any voluntary transfer of a teacher out of a non-Title I school after three weeks prior to his/her preplanning shall require mutual agreement of both administrators.
3. Any voluntary transfer of a teacher out of a Title I school after four weeks prior to his/her preplanning shall require mutual agreement of both administrators.
4. A teacher seeking a voluntary transfer out of a school utilizing split or irregular shifts, or a prototype, charter or year round school may be interviewed for vacancies prior to and/or during the time involuntary transfers are being assigned. If vacancies exist for which the teacher is certified and/or qualified, s/he shall be offered a position prior to the assignment of other voluntary transfers or new hires. If the teacher declines such offer, the Board shall have no further obligation to transfer the teacher.
5. In staffing new schools, consideration shall be given to employees working in schools from which students are being reassigned.

**TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers**  
**Article IX Assignments and Transfers**  
**March 26, 2020**

6. An employee may be involuntarily transferred to another school at any time provided written notice is given to the employee at least five duty days prior to the effective date of the transfer. If at least 14 days remain prior to the start of the work year, the employee shall be provided a minimum 14-day notice. Such transfer shall be for the following reasons:
  - a. District-wide changes in the organization of the school system.
  - b. Decreasing enrollment in the employee's school.
  - c. Reduction of educational services at the employee's school.
  - d. Maintenance of court required ratios.
7. When involuntary transfers become necessary, the administrator shall meet with the affected department(s)/program(s) to seek volunteers. Volunteers will be selected, based upon greatest seniority. If there is an insufficient number of volunteers, the selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: contract type, degree, selection by lot.
8. If a teacher who has been identified for transfer has certification in two or more areas, s/he may designate which instructional area will be the determiner of certification, provided s/he has taught within the designated subject area(s) within the past ten years and there are district vacancies within the designated area(s). These provisions shall not apply beyond the 15th day of student attendance.
9. The Association recognizes the Superintendent may involuntarily transfer an employee. Such transfers shall not be done in a punitive manner. Those employees transferred by the Superintendent shall be provided the reasons in writing in a formal setting prior to the transfer.
10. Any area of certification:
  - a. If a vacancy occurs in a position for which any area of certification may be utilized, teachers at the school with the vacancy may be considered for the vacant position.
  - b. If a position utilizing any area of certification is cut, and there are no vacancies at the school within the teacher's area(s) of certification, the teacher occupying



**TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers**  
**Article IX Assignments and Transfers**  
**March 26, 2020**

the position shall be placed on the involuntary transfer list, if otherwise eligible in accordance with Article VIII.

- c. It is understood that filling a position utilizing any area of certification does not in and of itself, constitute an area of certification and Article IX, Section G.8 (above) shall not apply to these situations.
- 11. The Superintendent may preclude a volunteer from transferring and shall provide the reason(s) for the denial in writing to the volunteer upon request.
  - 12. The provisions of Sub Sections 5. and 6. above notwithstanding, annual, professional service or continuing contract teachers who have indicated in writing their desire to remain in an out-of-field assignment and their intention to meet the requirements to do so, but who do not meet such requirements, may be involuntarily transferred based upon their in-field certification, regardless of seniority.
- H. The District and the Association will meet by January 15 to discuss timelines for the following procedures:
- 1. Administrators will identify and notify employees for involuntary transfer.
  - 2. Employment Services will develop a district-wide involuntary transfer list and vacancy list.
  - 3. A list of vacancies will be provided to the affected employees
  - 4. A period of time will be designated for affected employees to interview and/or be assigned to vacancies. Involuntary transfers shall be placed in positions within their areas of certification where such vacancies exist.
  - 5. When at least 80 percent of the involuntary transfers have been placed, a minimum of two weeks will be designated for voluntary transfer(s). The first week shall be for all PSC/CC teachers and Annual contract teachers with a 3.0 or higher Instructional Practice score. Beginning the second week, all PSC/CC, Annual, Probationary and Temporary contract teachers eligible for reemployment may participate in the voluntary transfer process. During this time period, Employment Services shall forward a list of job postings along with a list of non-reappointed teachers eligible for reemployment. Vacancies shall be sent to all instructional personnel.

**TENTATIVE AGREEMENT #2 – Temporary and Hardship Transfers**  
**Article IX Assignments and Transfers**  
**March 26, 2020**

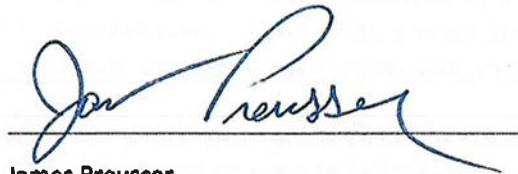
6. The provisions in Section 5. above shall not apply to subject areas or disciplines in which unassigned teachers are not certified, provided the total number of vacancies in the District exceeds the number of teachers on the involuntary transfer list.
7. It is anticipated that the process of assigning the employees described in Section 5. above shall be completed prior to the first day of post-planning. If the above timelines cannot be met due to a need to delay notification of allocations or because the number of employees being involuntarily transferred is too great for the coming year, the parties shall mutually determine and reduce to writing, a memorandum of understanding outlining new timelines for implementation of transfers for that year.
- I. Nothing herein shall preclude members of the same family being assigned to the same school, provided that they shall not be assigned in direct line of supervision. If, as a result of employment, transfer or promotion of an employee's family member or the transfer of an employee results in a violation of this provision, reassignment or transfer of the affected employee shall be made without violating the provisions of this Article.
- J. Vacancies in bargaining unit positions, listed on the OCPS Web Site, shall be available to all employees.

**K. Hardship Transfer**

1. An employee who has completed at least one year of service with the District may apply for a hardship transfer when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of his/her Area Superintendent or designee.
2. Any hardship transfer approval is at the sole discretion of the Area Superintendent or designee.
3. Any approved hardship transfer will be effective at the beginning of a marking period, if an appropriate vacancy exists.
4. Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer.
5. If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator in lieu of a hardship transfer.

STATUS: As of 3-26-2020, tentatively agreed to and closed.

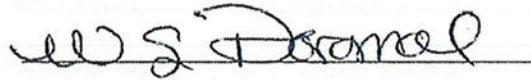
For Orange County Public Schools:

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

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

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

Wendy L. Doromal

President

# **TENTATIVE AGREEMENT #3 – Bereavement Leave**

## **Article XVIII Leaves of Absence**

**March 26, 2020**

### **ARTICLE XVIII**

#### **LEAVES OF ABSENCE**

##### **I. Bereavement Leave**

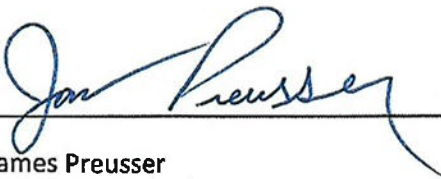
1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional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

STATUS: As of 3-26-2020, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:



Wendy L. Doromal

President

**TENTATIVE AGREEMENT #4 – School Psychologist Paid Holiday**  
**Appendix B Paid Holidays and Additional Vacation Days**  
**May 14, 2020**

**APPENDIX B**

**PAID HOLIDAYS and ADDITIONAL VACATION DAYS**

**TEN AND ELEVEN MONTH  
EMPLOYEES:**

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

**TWELVE MONTH EMPLOYEES:**

Holiday
Independence Day
Labor Day
Thanksgiving Holidays
Winter Holidays

**SCHOOL PSYCHOLOGISTS:**

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

\* Additional Paid Day Off

**ADDITIONAL VACATION DAYS FOR TWELVE MONTH EMPLOYEES**

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

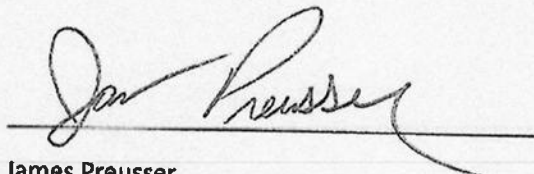
If a holiday or paid day off occurs on a Saturday, employees will celebrate the holiday on the Friday immediately before the Saturday holiday. If a holiday or paid day off occurs on a Sunday, employees will celebrate the holiday on the Monday immediately following the Sunday holiday. If a two-day holiday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

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

**TENTATIVE AGREEMENT #4 – School Psychologist Paid Holiday  
Appendix B Paid Holidays and Additional Vacation Days  
May 14, 2020**

STATUS: As of May 14, 2020, tentatively agreed to and closed.

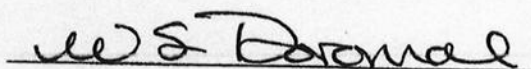
For Orange County Public Schools:

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

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

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

Wendy L. Doromal

President



**TENTATIVE AGREEMENT #5**  
**Non-Classroom Teacher Leave for Less Than Two (2) Hours**  
**Article VII Teacher Rights and Responsibilities**  
**May 15, 2020**

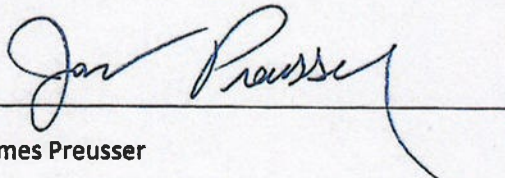
**ARTICLE VII**  
**TEACHER RIGHTS AND RESPONSIBILITIES**

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


1. Non-classroom teachers may be out for less than two hours during the duty day upon approval of their administrator.

STATUS: As of May 15, 2020, tentatively agreed to and closed.

For Orange County Public Schools:

  
James Preusser  
Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

  
Wendy L. Doromal  
President

**TENTATIVE AGREEMENT #6 – Moving School Counselors and SAFE Coordinators  
to Non-Classroom Learning Map  
Evaluation Manual – Appendix B  
October 20, 2020**

## APPENDIX B

### Learning Map for Non-Classroom Personnel

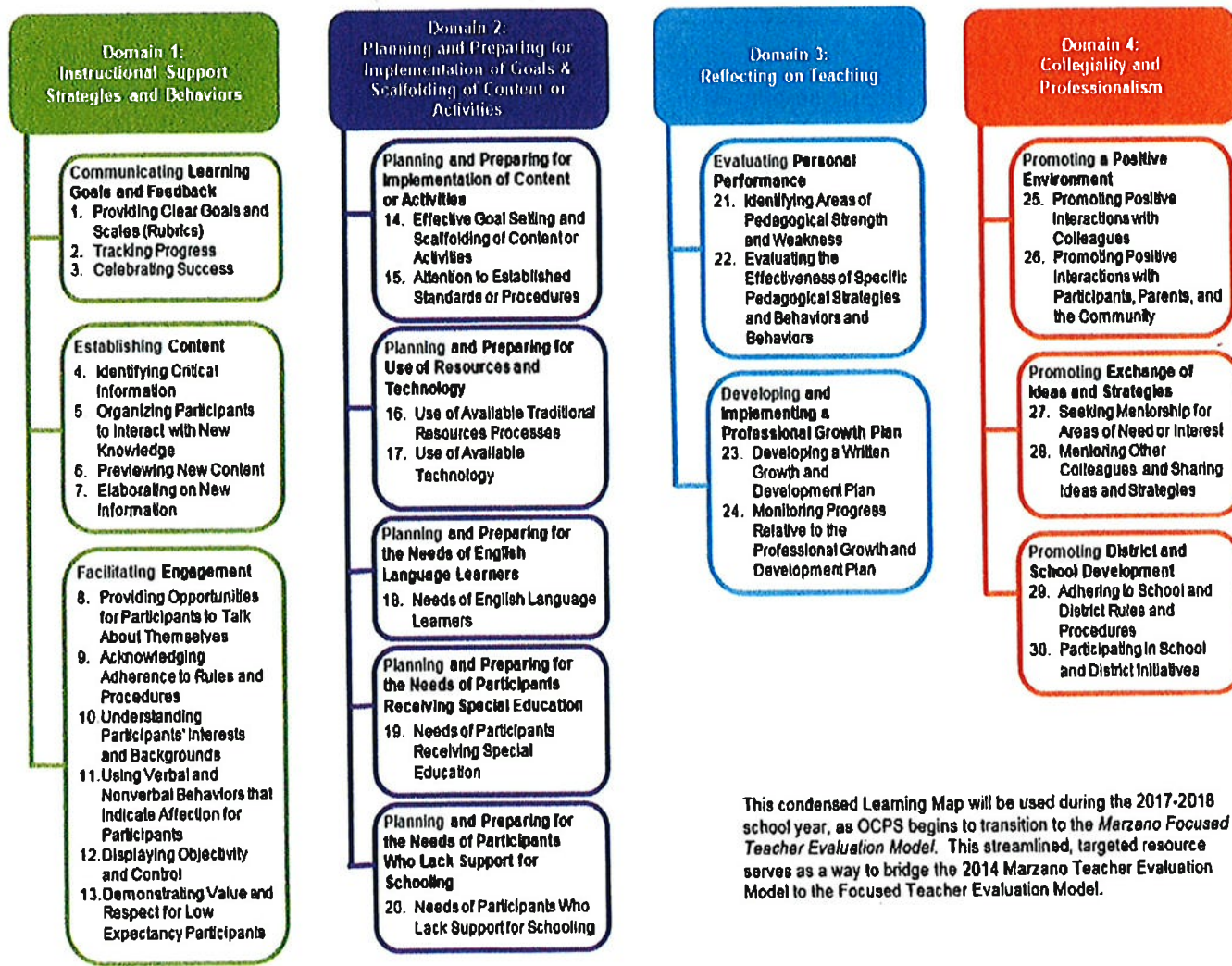
Audiologists, Behavior Specialists, Diagnosticians, Staffing Specialists, Mental Health Counselors, Psychologists, Social Workers, Testing Coordinators, ESOL Compliance, School Counselors, and SAFE Coordinators

2017-2018 Streamlined Evaluation Model for Non-Classroom Instructional Personnel  
*Learning Map*



Learning Sciences  
**MARZANO**  
CENTER

Learning Sciences International  
LEARNING AND PERFORMANCE MANAGEMENT



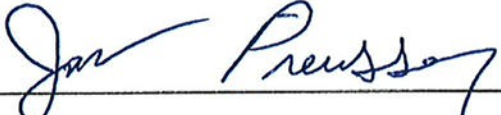
This condensed Learning Map will be used during the 2017-2018 school year, as OCPS begins to transition to the *Marzano Focused Teacher Evaluation Model*. This streamlined, targeted resource serves as a way to bridge the 2014 Marzano Teacher Evaluation Model to the Focused Teacher Evaluation Model.




**TENTATIVE AGREEMENT #6 – Moving School Counselors and SAFE Coordinators  
to Non-Classroom Learning Map  
Evaluation Manual – Appendix B  
October 20, 2020**

DATED: October 20, 2020

For School Board of Orange County, Florida:

  
James Preusser  
Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

  
Wendy L. Doromal  
President

# **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

## **Article XVI Salary**

**November 17, 2020**

### **ARTICLE XVI**

#### **SALARY**

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

**TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**  
**Article XVI Salary**  
**November 17, 2020**

**B. Differential Pay**

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

**TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**  
**Article XVI Salary**  
**November 17, 2020**

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

**TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**  
**Article XVI Salary**  
**November 17, 2020**

5. Additional Period Pay

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

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

#### **6. Irregular Schedule Pay**

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

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

#### **F. Method of Payment**

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day, in which case employees will be expected to make arrangements for either mailing or pick-up of their last check.
- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

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

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

#### **1. Teaching Experience**

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

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

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



## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

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

## **TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**

### **Article XVI Salary**

**November 17, 2020**

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


- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
  - 1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
  - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
  - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
  - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
  - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
  - 6. The teacher shall be entitled to Association representation throughout this procedure.
  - 7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.

**TENTATIVE AGREEMENT #7 – Salary Increases for 2020-21**  
**Article XVI Salary**  
**November 17, 2020**


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

STATUS: As of 11-17-2020, tentatively agreed to and closed.

For Orange County Public Schools:

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

For Orange County Classroom Teachers  
Association:

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

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

**ARTICLE XIV**  
**DUTY DAY**

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

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

within ten duty days or at a time mutually agreeable between the teacher and the principal. Employees may receive time off for voluntarily participating in school activities occurring outside of their regular workday.

- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle and high school teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. Post-secondary teachers shall have an average daily planning time of at least 50 minutes.

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

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

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.

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.



**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

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 on-site.
  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.

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
  3. If district-wide ratios for students to social workers not assigned to schools exceed the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
  4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (√) in and out upon arrival and departure from their work site.
- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.
- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.
- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post -secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
  - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
    - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
    - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

may request a review of other options which might modify the need for split shifts.

- c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.
- 2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020-21, 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.

**TENTATIVE AGREEMENT #8 -- Substitutes**  
**Article XIV Duty Day**  
**November 17, 2020**

- 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.

STATUS: As of 11-17-2020, tentatively agreed to and closed.

For Orange County Public Schools:

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

James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

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

Wendy L. Doromal

President

**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

**ARTICLE I  
RECOGNITION**

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

**ARTICLE II  
NEGOTIATIONS PROCEDURES**

- L. Provisions to submit Issues to the CBLT

1. Employees shall submit Issues to the CBLT using the Issues for Submission form found on the CBLT websites: <https://www.ocps.net/es/legislative/laborrelations/Pages/default.aspx>  
[https://ocps.net/UserFiles/Servers/Server\\_54619/File/Departments/Human%20Resources/Labor%20Relations/CTA/CTA%20Issues%20Submission%20Form%2018-19.pdf](https://ocps.net/UserFiles/Servers/Server_54619/File/Departments/Human%20Resources/Labor%20Relations/CTA/CTA%20Issues%20Submission%20Form%2018-19.pdf) and  
[www.orangecta.com](http://www.orangecta.com) <http://orangecta.fea.aft.org/>.

- M. Committees of the CBLT

6. Committees and Task Forces

- a. Standing Committees

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

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

**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

**ARTICLE III  
GRIEVANCE PROCEDURE**

**B. General Provisions**

5. The Association shall inform the ~~Employee-Relations~~ Human Resources Department designee(s) of the grievance number, school and grievant's name when a written grievance is filed.
  12. If a grievance arises as the result of a condition which the administrator is without jurisdiction to resolve, the grievance shall be filed directly to the ~~Employee-Relations~~ Human Resources Department designee(s), and placed at Step III of the grievance process and a meeting shall be held in an effort to resolve the matter, as provided for in Section C.3. of this article. Prior to scheduling the meeting, the written grievance shall be provided to the ~~Employee-Relations~~ Human Resources Department designee(s), with a copy to the Association.
- C. Grievances shall be processed as outlined below. The employee may choose to have representation at all steps of the process.

**2. Step II: Written Grievance**

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

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

The written grievance shall contain:

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



**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

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

**3. Step III: District Level Hearing**

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

**ARTICLE IV**  
**ASSOCIATION RIGHTS**

**B. Site Association Representatives**

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

**ARTICLE VI**  
**WORKING CONDITIONS**

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

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

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

- G. The administrator shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety.
5. Individual schools, through discussions between the administration and the ~~faculty committee~~ Faculty Advisory Committee, shall be responsible for developing alternative ways of emergency notification in applicable cases where employees do not have access to telephones or intercoms.
- M. Recognizing that acts of violence on campus create an unsafe and unstable working environment, the parties agree to continue to work together by means of a task force to find ways to reduce acts of violence.

**ARTICLE VIII**  
**CONTRACTS, CERTIFICATES AND**  
**OTHER CONDITIONS OF EMPLOYMENT**

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

**ARTICLE IX**  
**ASSIGNMENT AND TRANSFERS**

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

**ARTICLE X**  
**EVALUATION**

- C. Observations of a teacher's performance shall be made in accordance with the following provisions:
1. General Provisions:
    - e. A list of trained teacher observers shall be made available on line.  
~~<https://ocps.net/departments/professional-development-services/evaluation-systems/district-trained-observers-list/>~~  
<https://ocps.net/departments/professional learning department/evaluation systems/district trained observers list>

**ARTICLE XIV**  
**DUTY DAY**

- E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.
2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips ~~on~~ or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.

**ARTICLE XVI**  
**SALARY**

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

**4. Supplement Handbook**

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

**F. Method of Payment**

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

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

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

Bowling Asst.	627	702	830	1015	Bowling Asst.	784	897	997	1217
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\* Color Guard/Winter Guard Sponsor: Until such time as the parties have the resources to fund new supplements, the color/winter guard sponsor may be paid up to 3 Extra Curricular Activities. The Parties have established that the color/winter guard sponsor shall be paid at the rhythmic gymnastics level, once we have the funds.

***Laned High School Fine Arts Supplements***

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

***Laned High School Co-Curricular Supplements***

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

***Laned High School Extracurricular Supplements***

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

***Other High School Supplements***

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

***Laned Middle School Athletics Supplement Rates***

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

***Laned Middle School Arts/Music Supplements***

<b>0-3 Years</b>	<b>4-6 Years</b>	<b>7-14 Years</b>	<b>15+ Years</b>
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**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

Associate Band Director	1847	2068	2290	2585
Associate Choral Director	911	1020	1138	1275
Band Director	2770	3102	3435	3878
Choral Director	1366	1530	1708	1913
Orchestra Director	1366	1530	1708	1913
Performing Arts Director	1366	1530	1708	1913

***Middle School Extracurricular Supplements***

<b>Type</b>	<b>Supplement</b>
Club Sponsor	510
Sports Abilities	510

***Other Middle School Supplements***

<b>Type</b>	<b>Supplement</b>
Agribusiness	1401
Agribusiness Extended	315
Department Chair	49/person
Extracurricular Activities Sponsor	453
FFA	700
Intramural Coordinator	1723
Lead Mentor	793
Magnet Program Coordinator	1020
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel 0
Professional Development Certification Program (PDCP) Mentor	453
Special Duty	782
Team Leader	1082
Visual and/or Performing Arts Sponsor	906
Wellness Representative	782



**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

***Laned Elementary Athletics Supplement Rates***

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

***Other Elementary School Supplements***

<b>Type</b>	<b>Supplement</b>
Club Sponsor	510
Elementary Activity Sponsor	510
Events Coordinator	782
Grade Level Chair	74/person
Lead Mentor	793
Magnet Program Coordinator	510
Music Sponsor	876
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel 0
Professional Development Certification Program (PDCP) Mentor	453
Safety Patrol Sponsor	1133
Special Duty	782
Sports Abilities Team	510
Visual and/or Performing Arts Sponsor	510
Wellness Representative	782

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

***Laned Postsecondary Extracurricular Supplements***

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

***Other Postsecondary Supplements***

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

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

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

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

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

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

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

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

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

**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

# TENTATIVE AGREEMENT #9 – Compliance Items Various Articles November 17, 2020

LANED HIGH SCHOOL ATHLETIC SUPPLEMENTS										
Unendorsed				Endorsed						
Athletic Management				0-3 yrs	4-6 yrs	7-14 yrs	15+ yrs			
Athletic Trainer, Cert				\$5,160	\$5,779	\$6,399	\$7,224			
Athletic Director				\$3,035	\$3,400	\$3,765	\$4,250			
Asst. Athletic Dir				\$1,518	\$1,700	\$1,882	\$2,125			
Athletic Business Mgr				\$2,024	\$2,267	\$2,509	\$2,834			
Group II										
Football				\$3,162	\$3,541	\$3,953	\$4,427			
Football Asst				\$2,108	\$2,362	\$2,635	\$2,952			
Group III										
Basketball				\$2,530	\$2,811	\$3,162	\$3,541			
Basketball Asst				\$1,686	\$1,866	\$2,108	\$2,362			
Group IV										
Baseball, Softball, Soccer, Swimming, Track, Wrestling				\$2,216	\$2,488	\$2,748	\$3,068			
Baseball, Softball, Soccer, Swimming, Track, Wrestling Asst				\$1,477	\$1,654	\$1,822	\$2,035			
Group V										
Spirit Cheerleading, Volleyball				\$1,834	\$2,055	\$2,284	\$2,568			
Competitive Cheerleading				\$918	\$1,028	\$1,128	\$1,284			
Spirit Cheerleading, Volleyball Asst				\$1,223	\$1,370	\$1,512	\$1,712			
Competitive Cheerleading Asst				\$612	\$685	\$756	\$836			
Group VI										
Flag Football, Lacrosse				\$1,581	\$1,771	\$1,977	\$2,211			
Flag Football, Lacrosse Asst				\$1,054	\$1,171	\$1,317	\$1,484			
Group VII										
Rhythmic Gymnastics, Water Polo, Crew				\$1,457	\$1,611	\$1,807	\$2,036			
Rhythmic Gymnastics, Water Polo, Crew Asst				\$971	\$1,088	\$1,204	\$1,360			
Group VIII										
Cross Country, Tennis, Weightlifting, Golf				\$1,170	\$1,310	\$1,463	\$1,638			
Cross Country, Tennis, Weightlifting, Golf Asst				\$780	\$873	\$975	\$1,092			
Group IX										
Special Olympics, Sports Abilities				\$1,760	\$1,972	\$2,184	\$2,465			
Group X										
Bowling				\$941	\$1,054	\$1,246	\$1,522			
Bowling Asst				\$627	\$702	\$830	\$1,015			

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

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

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



**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

NON ATHLETIC SUPPLEMENTS FOR HIGH SCHOOL INSTRUCTORS						
Position	Pay @ Years of Experience				Position	Pay
	0-3	4-6	7-15	15 +		
Band Director	\$3,795	\$4,250	\$4,743	\$5,313	Department Chair <sup>1</sup>	\$74
Band Director Asst	\$2,530	\$2,834	\$3,162	\$3,541	Extra Curricular Activities Sponsor <sup>2</sup>	\$453
Yearbook Sponsor	\$3,795	\$4,250	\$4,743	\$5,313	Special Duty <sup>2 3</sup>	\$782
Senior Class Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Junior Class Sponsor	\$453
Student Council Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Freshman Class Sponsor	\$453
Student Council Asst Sponsor	\$1,847	\$2,068	\$2,290	\$2,512	Agribusiness Sponsor	\$1,401
Vocal Director	\$2,770	\$3,102	\$3,435	\$3,878	Agribusiness Extended	\$315
Vocal Director Asst	\$1,847	\$2,068	\$2,290	\$2,512	FFA Sponsor	\$700
Orchestra Director	\$2,770	\$3,102	\$3,435	\$3,878	Quiz Bowl Sponsor	\$1,360
Drama/Thespian Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Lead Mentor	\$793
					New Teacher Induction Mentor	\$227/beg teacher
Drama/Thespian Asst Sponsor	\$1,847	\$2,068	\$2,290	\$2,512	Professional Development Certification	
JROTC Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Program Mentor	\$453
Forensics Sponsor	\$2,770	\$3,102	\$3,435	\$3,878	Additional Period of Instruction *	\$4,600
Newspaper Sponsor	\$2,770	\$3,102	\$3,435	\$3,878		
Junior Class Sponsor	\$2,770	\$3,102	\$3,435	\$3,878		

**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

NON-ATHLETIC SUPPLEMENTS FOR MIDDLE SCHOOL INSTRUCTORS					
Position	Pay @ Years of Experience				Position
	0-3	4-6	7-15	15 +	Pay
Band Director	\$2,770	\$3,102	\$3,435	\$3,878	Department Chair <sup>1</sup>
Band Director Asst	\$1,847	\$2,068	\$2,290	\$2,585	Team Leader
Vocal Director	\$1,366	\$1,530	\$1,708	\$1,913	Extra Curricular Activities Sponsor
Vocal Director Asst	\$911	\$1,020	\$1,138	\$1,275	Special Duty <sup>2 3</sup>
Orchestra Director	\$1,366	\$1,530	\$1,708	\$1,913	Agribusiness Sponsor <sup>4</sup>
					Agribusiness Sponsor Extended Summer
					FFA Sponsor
					Lead Mentor
					New Teacher Induction Mentor
					Professional Development Certification
					Program Mentor
					Intramural Coordinator

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

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

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



**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

**APPENDIX A-5**

**TARGETED SCHOOL: CARVER MIDDLE**

**RECRUITMENT AND RETENTION SUPPLEMENT**

**THREE-YEAR PILOT**

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

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

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

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

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

~~The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment in conjunction with provisions in Article IX, Sections A and B. Teachers who transfer from Carver Middle School, whether voluntarily or involuntarily, shall no~~

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

~~longer receive this annual recruitment and retention supplement, and their duty day will revert to a 7.5 hour day.~~

**APPENDIX A-6**  
**WHOLE SCHOOL TRANSFORMATION**  
**RECRUITMENT AND RETENTION SUPPLEMENT**

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

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

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

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

~~Notwithstanding, any other provision of the Contract to the contrary, the District shall have the discretion as to who is selected to work at these schools. Current teachers who are assigned to the above identified schools who meet the evaluation criteria will not need to apply in order to remain at their assigned school. During the time the TOP Phase III plan remains in effect, the District shall have the discretion to transfer any teacher out of the school at any time. Further, the District is under no obligation to keep any teacher at any one of these six schools or to reappoint any teacher to one of these schools, regardless of the teacher's evaluation score. It is understood by both parties that the removal of a teacher from any one of these six schools during~~

**TENTATIVE AGREEMENT #9 – Compliance Items**  
**Various Articles**  
**November 17, 2020**

~~the 2017-18 school year for the reasons listed above will not be subject to the grievance/arbitration procedure in Article III of the Contract.~~

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

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

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

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

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

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

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

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

**TENTATIVE AGREEMENT #9 – Compliance Items  
Various Articles  
November 17, 2020**

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


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

**APPENDIX I  
UNIVERSAL VOLUNTARY PRE-K SUMMER PROGRAM**

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

STATUS: As of 11-17-2020, tentatively agreed to and closed.

For Orange County Public Schools:

  
\_\_\_\_\_  
James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:

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

President

**TENTATIVE AGREEMENT #10 – CBLT Members**  
**Article XXIII Duration**  
**November 17, 2020**

**ARTICLE XXIII**  
**DURATION**

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

**COLLABORATIVE BARGAINING LEADERSHIP TEAM MEMBERS**

<del>Nicholas Anderson</del>	Farrah Hawkins	Megan Oates
Rob Bixler	Matthew Hazel	James Preusser
Leigh Ann Blackmore	Alex Heidelberg	Maribel Rigsby
Doreen Concolino	Myrlene Jackson-Kimble	<u>Ladara Royal</u>
Albert Davies	<u>Laketa Jimenez</u>	Elizabeth Silva
Wendy Doromal	Daphne Lewis	<del>Kenneth Simmons</del>
Gloria Fernandez	Clinton McCracken	Mary Grace Surrena
Ian Gesundheit	John McHale	Stephanie Wyka

STATUS: As of 11-17-2020, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:



Wendy L. Doromal

President

**TENTATIVE AGREEMENT #11 – Open Range Schedule  
and Advanced Degree Supplements  
Appendix A Salary Structure for Performance Pay  
and Appendix A-2 Supplement Schedule  
November 17, 2020**

**APPENDIX A**

**Salary Structure for Performance Pay**

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

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

**Salary Structure for Performance Pay  
for School Psychologists**

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



**TENTATIVE AGREEMENT #11 – Open Range Schedule  
and Advanced Degree Supplements  
Appendix A Salary Structure for Performance Pay  
and Appendix A-2 Supplement Schedule  
November 17, 2020**

**APPENDIX A-2  
SUPPLEMENT SCHEDULE**

**ADVANCED DEGREES SUPPLEMENTS**

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

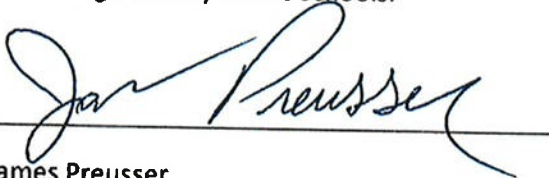
In order to receive credit for advanced degrees, (Masters, Specialist and Doctorate) employees must provide an official transcript of record showing the award of the earned degree to Employment Services.

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

STATUS: As of 11-17-2020, tentatively agreed to and closed.

For Orange County Public Schools:

  
James Preusser

Senior Executive Director, Human Resources

For Orange County Classroom Teachers  
Association:



Wendy L. Doromal

President