

MINUTES

CTA CBLT

Orange Technical College – Mid-Florida Campus

June 14, 2018

In Attendance

Maribel Aponte	CTA	Ian Gesundheit	District	Judith Padres	District
David Azzarito	District	Theresa Harter-Miles	District	Clay Phillips	CTA
LeighAnn Blackmore	District	Farrah Hawkins	CTA	Irine Roth	District
Albert Davies	CTA	Josh Katz	CTA	Mary-Grace Surrena	CTA
Wendy Doromal	CTA	Michael Marzano	CTA	Michelle VanderLey	CTA
Jason Duke	District	Clinton McCracken	CTA	Wendy Wing	CTA
Gloria Fernandez	District	Megan Oates	CTA	Stephanie Wyka	District

Approval of Agenda

CBLT

Ian Gesundheit served as Gatekeeper/Timekeeper.

CTA requested the additional of “Status of Arts Supplements”.

Review Minutes from May 18, 2018

CBLT

The CBLT did not approve minutes for either March 29, 2018, or May 18, 2018.

Retired Teachers Proposal

CTA

CTA presented a proposal to place reemployed retirees with professional service contracts on the salary schedule based on years of teaching experience as of school year 2013-14, plus any performance pay or other increases received since 2013-14. (See Appendix A) CTA shared an example of a retiree who was not renewed who had to sign an agreement acknowledging a cut in pay. CTA also presented two letters containing other examples of the impact of the reduced salary placement on reemployed retirees. CTA stated that if we want to retain teachers who have given years of service, we should pay them for all of their years of service.

The District stated they are in full compliance with current contract language. In addition, the District clarified some misstatements regarding retirees and their status. The District shared that the individuals, for whom CTA offered this proposal, recently were the subject of an arbitration on this issue for which the District prevailed. The District indicated it would look at calculating the cost of this proposal and clarified the proposal was prospective with no back pay for the reemployed retirees impacted by this proposal.

CTA agreed the District was in compliance with current contract language.

Comprehensive Package Proposal

District

The District presented a comprehensive package proposal (See Appendix B) addressing several outstanding issues. The components of the package proposal are as follows:

- Salary offer with language for second year increases
 - 4 percent increase to salary totaling \$33.1 million
 - Increase starting pay from \$39,500 to \$40,000
 - Requires equivalent percentage increase in advanced degree supplement amounts
 - Provide state-required performance pay as follows:
 - \$550 across the board increase
 - Additional \$1,100 for teachers rated Effective
 - Additional \$1,525 for teachers rated Highly Effective
 - No change in health insurance premium or health insurance plan design
- Planning Time
 - Fifth Wednesday
 - Additional planning days in exchange for work days
- Student Data Collection
 - Working with Deputy Superintendent and Area Superintendents to reduce data collection requirements for teachers
- Working Conditions
 - Safety Committee meeting scheduled for Tuesday, August 28, 2018
- Student Discipline
 - The District is prepared to agree to part of CTAs May 18, 2018, proposal, specifically the proposal addressing access to the referral form. The District shared the referral form is accessible on the Intranet and will work with technology to make the link to the form easily accessible.
 - The District needs clarification on the part of CTAs proposal addressing the repair of teachers' personal property, particularly the term related to damage as the result of "student action".
 - CTA suggested the "deliberate" student action and to consider a specific amount perhaps closer to \$1000.
- Substitutes
 - The District is developing training for the use and scheduling of substitutes which will also address splitting of classes

CTA requested a copy of the District's proposal and asked several clarifying questions. CTA does not believe this is a four percent offer. If you apply the increase to teachers it really is a one percent offer.

The District restated it is four percent added to the total salary line item.

CTA stated the offer is a "drop in the bucket".

The District shared that CTAs initial proposal would cost approximately \$150 million. The state only provided \$100,000. This is a significant offer from the District.

CTA asked if the \$550 increase would be received in the first paycheck of 2018-19.

The District responded that it would depend on CTAs ratification timeline.

CTA requested the District's response to each of the proposals presented May 18, 2018.

- Annual Leave (See Appendix C)
 - The District rejected this proposal.
- Assignments and Transfers (See Appendix D)
 - The District rejected this proposal as the timeline proposed is too early in the planning process.
- Association Rights (See Appendix E)
 - The District rejected this proposal. The Trustees do not receive materials until two days before the meeting.
- Bonus Proposal (See Appendix F)
 - The District rejected this proposal due to lack of funding and the proposal is in violation of the law.
- CTA Bulletin Boards (See Appendix G)
 - The District rejected this proposal. The District believes this is a CTA matter and does not belong in the Contract.
 - CTA disagrees.
- Discipline (See Appendix H)
 - The District presented a counter proposal to this item in the Comprehensive Package Proposal presented earlier.
 - CTA indicated they would welcome input on how to address the portion of the proposal regarding the repair and/or replacement of damaged property by students. CTA believes the maximum of \$400 is outdated.
- Employee Relations (See Appendix I)
 - The District rejected this proposal as Florida Statutes provides for up to 60 days before an investigation is public. Some cases are more complex and the current contract language allows for an extended time for investigations.
 - CTA recalls the District stated that they do not need to notify teachers of the outcome of investigations where they are the complainant against administrators. CTA further recalls the District notifies administrators of the outcome of investigations of teachers because administrators are their supervisors.
 - The District recalls stating that they do not notify complainants of the outcome of investigations where they are the complainant; however, they are available by making a public records request.
 - CTA believes cases involving administrators "vanish". CTA also believes there exists a double standard when cases involve administrators.
 - The District denied that representation.
- Extra Planning Days (See Appendix J)
 - The District included this proposal as part of the Comprehensive Package Proposal.
 - CTA sought clarification regarding what is "this package thing".
 - The District stated that it is an all-inclusive/comprehensive proposal.
 - CTA asked if the package made the previously agreed TAs and MOUs null.
 - The District indicated that was not true, all previously agreed TAs and MOUs remain in effect pending ratification. The District further clarified the intent of the Comprehensive Package Proposal was to bring closure to all of the outstanding issues discussed at the table throughout this bargaining year.

- Flex Days (See Appendix K)
 - The District included this proposal as part of the Comprehensive Package Proposal.
- Preplanning (See Appendix L)
 - The District rejected this proposal.
 - CTA wanted to “make it clear” the District was not considering any of CTAs proposals.
 - The District disagreed.
- Recruitment Fairs and New Employee Training (See Appendix M)
 - The District rejected this proposal as the District cannot be seen as assisting with the union’s existence.
- Summer School (See Appendix N)
 - The District rejected this proposal as we are not agreeing to restrict a principal’s right to hire the best candidate for summer school assignments.
 - CTA stated that principals will frequently hire friends for summer positions as opposed to offering a position to someone who has taught the subject during the school year.
 - The District finds it offensive that CTA questions a principal’s ethical decision about hiring the best teacher.
- Teachers are not Managers (See Appendix O)
 - The District rejected this proposal as it believes it is adequately covered in existing contract language.
- Evaluation (This item was omitted from the agenda; however, the District insisted in responding to CTAs May 18, 2018, proposal)
 - The District rejected this proposal as the development of the evaluation model is a management right.
 - CTA disagreed stating that we negotiated the model and scales in the past and had been doing so in committee meetings over the last year.
 - The District disagrees with this assertion.
 - CTA stated the CTA proposal was not a final product, but a means to keep the conversation going.

Committee Reports

CTA

There were no committee reports.

Fringe Benefits -- Telemedicine

District

The District presented a proposal that would eliminate the need for Plan A participants to meet the deductible before accessing telemedicine at a reduced co-pay. This is a correction for the benefit of employees so Plan A participants get the same benefit as Plan B and Plan C participants. (See Appendix P)

CTA indicated they would take this under consideration.

Status of Arts Supplements

District

The District shared they are finalizing the research on those teachers who believe they should have received the stop-gap arts supplement. The supplement will be retroactive for the 2017-18 school year.

CTA stated that we do not have collaborative bargaining, rather they believe it is district controlled bargaining. CTA shared that they do not trust the District.

The District disagreed.

Appendix A

CTA PROPOSAL

Article 16 B. Differential Pay

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: ~~Initial p~~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.~~ professional service contracts on the salary structure shall be based upon years of teaching experience as of school year 2013-2014 plus any performance pay or other increases received since 2013-2014.

Proposed Contract language for Retired Teachers

Current language:

Article 16 B. Differential Pay

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: 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.
 - 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 school 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 area 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.

Proposed language:

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: Placement of re-employed retired teachers with professional service contracts on the salary structure shall be based upon years of teaching experience as of school year 2013-2014 plus any performance pay or other increases received since 2013-2014.

Arguments:

The language would benefit only about 20 teachers currently employed with OCPS with professional service contracts. Several of these teachers never went through DROP but merely withdrew small sums from their investment accounts with no prior warning that doing so would

result in reduced pay for the rest of their careers. Since 2010, several of these retirees have suffered an accumulated pay loss of up to \$100,000.

We can also propose that a contractual agreement would finally put an end to an ongoing dispute that began in 2010.

I can forward you a few emails from some of the teachers most adversely affected.

I, Jacqueline Alexander, retired from Orange County Public Schools after completing DROP for five years totaling 41 wonderful years from 1971-2012. I was reappointed for the 2012-13 school year, but unfortunately I was told by my then principal that OCPS was not rehiring "retirees". It was at this time I became devastated and deemed useless to the county I had served well and to the students I loved so much. I felt "forced out" because from the age of 20 years old I dedicated my life to teaching. The devastation caused me to self-doubt other skills needed in which to survive in a new career. I had planned to stay with OCPS for at least five more years had this not happened.

I found myself almost draining my DROP funds due to the -\$22,000+ taken from my check yearly because I was placed on an ANNUAL CONTRACT. I had to put a roof on my home; supplement insurance due to a leaking pipe in my kitchen; replace the floors in my kitchen, family room and one bedroom to mention a few. I have had to use three-fourth of my DROP earnings. My monthly income consist now of my FRS and Social Security checks. I feel a financial hardship because of the years of reduced pay. What I thought would be a happy retirement fund to enjoy is now used for all the rainy day expenses as a result of my salary reduction.

Please try to understand the situation I have been placed in. The fight to regain the well earned money taken from me has been a long, tiresome journey. Great teachers are hard to find! It was a loss to let me, a seasoned "retiree", go because I wanted to be there for the children and they needed me. I need your help, attention, and consideration in providing me with the well earned money I feel was taken from me. Please do all you can.

Sincerely,

Jacqueline Alexander

June 12, 2018

To Whom It May Concern:

This letter is narrative of my particular situation as a Rehired Retiree with OCPS. As a bit of background, I am a product of Orange County Public Schools, from elementary through high school, and retired in 2005 with 30+ years as an OCPS employee. I taught multiple elementary grades, was a CRT and retired in 2005 after 15 years as a school principal at Pine Castle Elementary.

After a year and a half working for the DOE as a contractor supporting struggling schools and also supervising UCF interns, I decided I wanted to have the opportunity to teach again with all of the new technology and materials. For my first two years, I was paid commensurate with my years of experience in OCPS. At the beginning of the 3rd year, my principal called me in and informed me that she was embarrassed to have to notify me that if I wanted to continue teaching, I would have to sign a document stating that I would accept a new pay amount that was at a "Step 5." At that particular time, my husband had been diagnosed with a significant and life-threatening illness that would require difficult treatments during which he would be unable to work. Because I would now be the sole breadwinner for our household, I had no choice but to accept what the district was offering, even though the precedent had been set for me previously for payment of years' experience. Over the summer, CTA did bargain for those of us in that position to be placed at a Step 10 which was a bit more money.

During the first two years and the third year with a pay-cut, I continued to be an Annual Contract teacher, but with special conditions – every other AC teacher knew early on if they would be reappointed – rehired retiree AC teachers had to wait until everyone else was placed/hired before offers could be made to us. In addition, Principals had to write letters to their area superintendents to explain why the rehired retiree was a better candidate than anyone else and had to wait for approval.

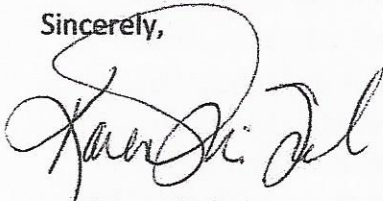
Fast forward two years to a teaching position at Northlake Park Community School when I was having a conversation with one of my grade level peers and we started talking about retirement. Imagine my surprise when I found out that he, after retiring from an out-of-state principal position was hired into the district with 15 years' experience starting out and after 3 years was eligible for and was appointed to a Professional Services Contract. That was the point at which I contacted CTA to find out why the rules were different for out-of-state retirees and those of us who retired from OCPS.

During the entire time that I have been working this time around, rehired retirees have certainly been treated like second class citizens and it is very disappointing that the district that I have given my entire life to has treated me and others like me with such disdain! If you spoke to any of the principals who have hired us, you would find that because of our extensive

knowledge, exemplary work ethic, leadership capabilities and our desire to teach children, we are the type of employee that they would love to clone. No task is too difficult, no issue too large that we are not able to complete or solve what is necessary.

As professionals, our worth is attached to some extent to the remuneration that we receive. Based on my experiences as a rehired retiree, I know that what I have provided to the schools where I have worked and the children that I have influenced should make my value priceless. Instead, I have been made to feel as a second class citizen with little value. I certainly don't have the legal background that proves or disproves what should be provided to rehired retirees, but what I do know is that the district to whom we have pledged our commitment and support wholeheartedly has treated us with disdain and that is very disappointing. I hope that as the district bargains and as school board members are made aware of the entire "story" that perhaps we, as rehired retirees, might at long last receive the appropriate reward for our commitment to OCPS.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen Nichols". The signature is written in dark ink and is positioned above the printed name.

Dr. Karen Nichols

Dear School Board Members

My name is Jeff Leeper and I wanted to give you some history behind the reason I am classified as a rehired/retiree. I hope you see the desperation that was involved in my decision during that time. In 2004 I left Osceola County to come teach for Orange County Public Schools at Meadow Woods Middle School. In 2006 I was let go because of a reduction in staff. The contract for 2004 indicated that if you held a PLC in another district, then after one year of quality service you would be given a PLC in Orange County. I had all effective evaluations while I was at Meadow Woods for the two years I was there, but was never given my PLC. At the time I was let go, the ability to get a job in education was extremely difficult. I found jobs working at private schools and charter schools, which had salaries that were significantly less than what I was making when I was let go. At the time my wife and I had just purchased a new home. My loss of my job caused us to get behind on all of our bills, including our mortgage. We essentially went from two pay checks to one and sometimes half. There was a period of time that I was on unemployment. During this time, we had our car repossessed and filed for bankruptcy and were in a bad situation, so as a family we made the decision to cash out the money I had in my retirement fund, so that we could survive while I looked for another job. I was told by the state that I could not work for 3 months as a teacher, but then I could go back. After waiting for those three months, I could still not find a job, so I took a PE/Health position at a private school for the 2007/2008 school year (making about 29,000). At the end of the year I was let go for budget reasons. Finally, out of desperation I took a PE Para position for \$10 an hour during the 2008 school year. I also tried to sub prior to that but had found out that, Rob McCloe, the assistant principal at Meadow Woods gave me a less than stellar recommendation letter. I have a copy. His negative portrayal of me cost me several jobs and even one out of state that I was offered. It was at that time that I consulted an attorney with all of my evaluations (which Mr. McCloe did several of them). These

evaluations directly contradicted what Mr. McCloe was telling my potential employers. My lawyer sent a letter asking that he quit giving negative/ contradictory information out. It was then that my job hunt started looking up. I found a part time job that turned into a full-time position with Alternatives Unlimited, in 2008/2009. In the Fall of 2009 I took a temporary PE position at Wyndham Lakes Elementary, where I was paid for all of my years of service and when that job was finished I was hired at Oakshire Elementary, where I also was paid for all of my years of service. The amount at that time was about \$51,000. At the end of the school year in May of 2009, I was given a letter that I would not be renewed/rehired because of my retiree status. In order for me to continue teaching I was told to sign a letter that stated I agreed to be dropped down to step 10 a roughly \$10000 pay cut or I could not be rehired. I signed the letter because of the trauma that my family had already been through with me not having a normal job. This all comes back to 2006 when I was not given my PLC, which I believe was a breach of the contract in 2004-2006 school years. I don't want anything that I didn't earn. I should be making the same salary as a teacher that is in their twenty seventh year, minus the time I spent unemployed. I have been at Oakshire since 2009 and just want to be placed on my correct step and receive the salary I am entitled to. I feel like I should be making in the low to mid-sixties.

Sincerely,

Jeffrey Leeper

Appendix B

COMPREHENSIVE PACKAGE PROPOSAL

- Salary Offer (2-year offer with language for 2nd year):
 - 4 percent increase to salary totaling \$33.1 million
 - Increase starting salary from \$39,500 to \$40,000
 - Requires equivalent percentage increase in advanced degree supplement amounts
 - Provide state-required performance pay * as follows:
 - \$550 across the board
 - Additional \$1100 for teachers rated Effective
 - (Total of \$1650 to 1000 teachers)
 - Additional \$1525 for teachers rated Highly Effective
 - (Total of \$2075 to 12,000 teachers)
 - No change in health insurance premium or health insurance plan design
 - Article XVI Salary, Appendix A Salary Structure for Performance Pay, and Appendix A-2 Supplement Schedule
- Planning Time:
 - Article XIV Duty Day – Section V, Fifth Wednesday
 - Article XV Work Year – Section B.5., Additional Planning Days in exchange for work days
- Student Data Collection:
 - Working with the Deputy Superintendent and Area Superintendents to reduce data collection requirements for teachers
- Working Conditions:
 - Safety Committee meeting scheduled for Tuesday, August 28, 2018
- Student Discipline:
 - Article VII Teacher Rights and Responsibilities – Section E.1, 2, 4
 - Referral form accessible online through Intranet – fillable form
- Substitutes:
 - District developing training for the use and scheduling of substitutes
 - Training will also address splitting classes

* Florida Statute 1012.22(1)(c)5(II) states, The annual salary adjustment under the performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification.

ARTICLE XVI

SALARY

- A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the beginning of the current school year. For school year ~~2017-18~~ 2018-19, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.
- ~~1. Teachers with a summative performance rating of Effective shall receive an increase of \$840 which includes a cost of living adjustment.~~
 - ~~2. Teachers with a summative performance rating of Highly Effective shall receive an increase of \$1,125 which includes a cost of living adjustment.~~
 - ~~3. There will be a \$420 cost of living adjustment to the base salary.~~
 - ~~4. There will be a \$500 one-time lump sum payment~~
 1. There will be an across the board increase of \$XXX for all personnel employed at least one day more than half the 2017-18 school year.
 2. Teachers with a summative performance rating of Effective shall receive an additional \$XXX.
 3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$XXX.
 4. The cost of living adjustment and the lump sum across the board payment 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 the Florida Department of Education provides state-wide value added scores and these scores have been validated by the District all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.
 5. A 4 percent (4%) salary increase for 2019-20 shall be subject to the following:
 - a. If the anticipated revenue from the Second Calculation of the FEEP will result in an increase in per student funding of 4 percent (4%) over the prior year's per student funding from the 2018-19 Fourth Calculation, then the average increase of 4 percent (4%) will be made effective at the beginning of the 2019-20 school year. If anticipated revenue increases are more than or less than a 4 percent (4%) increase in per student funding, the parties shall negotiate to apply any available funds to salary increases.

- b. It is understood that the term "anticipated revenue increases" as used herein refers to FEFP revenue increases not required to be spent for other purposes, and is calculated based upon per student increases in weighted FTE funding.

APPENDIX A

Salary Structure for Performance Pay

<u>2017-18 2018-19 Open Range Schedule</u>		
	Minimum	Maximum
Tier 1 Range	39,500 \$40,000	\$43,175
Tier 2 Range	\$41,080	\$49,035
Tier 3 Range	\$47,370	\$56,428
Tier 4 Range	\$54,735	\$72,600

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

APPENDIX A-2

SUPPLEMENT SCHEDULE

2016-17 2018-19 ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$2,780~~ **2,815**

Specialist: ~~\$4,263~~ **4,317**

Doctorate: ~~\$5,622~~ **5,693**

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.

ARTICLE XIV

DUTY DAY

- 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.

ARTICLE XV

WORK YEAR

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

1. Five days of pre-planning prior to the first student attendance day, one of which will be a Staff Development Day, and two days of post-planning following the last student attendance day.
2. A workday scheduled at the end of each of the approximate nine-week grading periods, the last one of which shall be part of the post-planning period.
3. A professional day scheduled for a Friday in October, in conjunction with the day chosen as the statewide professional day.
4. There shall be a full (M-F) two-week Winter Holiday.
5. Instructional personnel shall be permitted to work up to three (3) days prior to preplanning to prepare their classroom. They shall check (√) in and out upon arrival and departure from their work site. Instructional personnel may be excused for an equivalent number of workdays as identified at the end of each grading period providing they have fulfilled all requirements for submitting grades.

ARTICLE VII

TEACHER RIGHTS AND RESPONSIBILITIES

- E. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.
1. ~~Within the first ten duty days of each school year~~ During preplanning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and current Student Referral form and any additional disciplinary plan and forms referenced in the plan which may have been developed for his/her school.
 2. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher ~~in a timely manner~~ within five (5) duty days, and the status of the referral shall be provided upon request.
 3. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.
 4. In Accordance with F.S. 1003.32 (4) a teacher may suspend a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action. The teacher shall be notified of the disposition within five (5) duty days.
 5. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (4), (5), (6). The Placement Review Committee shall include the following: Two teachers, one elected by the faculty and one appointed by the teacher referring the student to the Committee and one member from the school's staff who is selected

by the principal. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.

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

Appendix C

CTA PROPOSAL – ANNUAL LEAVE

May 18, 2018

ARTICLE XVIII LEAVES OF ABSENCE

G. Annual Leave

3. The number of years of continuous experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

Years of Service	Annual Leave Days
0-4	13 18
5-9	16 21
10 or more	19 24

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

FILE: GCD

TITLE: Annual Leave

POLICY:

- (1) Administrative Staff. A full-time member of the administrative staff who is employed on a twelve (12) month basis shall accrue annual leave, exclusive of holidays, with compensation as follows:
 - (a) Eighteen (18) work days per fiscal year for those with less than five (5) years of service in the district
 - (b) Twenty-one (21) work days per fiscal year for those with five (5) to ten (10) years of service in the district ; and
 - (c) Twenty-four (24) work days per fiscal year for those with ten (10) or more years of service in the district.
 - (d) Annual leave shall be credited at the close of each month but shall not be accrued in excess of sixty (60) days (excess to be removed at the end of each calendar year). Each member of the administrative staff shall be encouraged to use accrued leave on an annual basis.
 - (e) Upon termination, or retirement, accrued annual leave shall not be paid in excess of sixty (60) days
- (2) Professional Instructional Staff Hired Prior to July 1, 2002. A full-time member of the professional instructional staff employed prior to July 1, 2002 on a twelve (12) month basis shall accrue annual leave, exclusive of holidays, with compensation as follows:
 - (a) Eighteen (18) work days per fiscal year for less than five (5) years of service in the district;
 - (b) Twenty-one (21) work days per fiscal year for five (5) to ten (10) years of service in the district; and
 - (c) Twenty-four (24) work days per fiscal year with ten (10) or more years' service in the district.
 - (d) Annual leave shall be credited at the close of each month but shall not be accrued in excess of sixty (60) days (excess to be removed at the end of each calendar year). Each member of the instructional staff shall be encouraged to use accrued leave on an annual basis.
 - (e) Upon termination, or retirement, accrued annual leave shall not be paid in excess of sixty (60) days
- (3) Professional Instructional Staff Hired On or After July 1, 2002. Full-time professional instructional staff hired on or after July 1, 2002 and instructional staff hired on a twelve (12) month basis shall accrue annual leave, exclusive of holidays, with compensation as follows:

- (a) Thirteen (13) work days per fiscal year with less than four (4) years of service in the district;
 - (b) Sixteen (16) work days per fiscal year with five (5) to nine (9) years of service in the district; and
 - (c) Nineteen (19) work days per fiscal year with ten (10) or more years of service in the district.
 - (d) Annual leave shall be credited at the close of each month but shall not be accrued in excess of thirty (30) days (excess to be removed at the end of each calendar year). Each member of the professional staff shall be encouraged to use accrued leave on an annual basis.
 - (e) Upon termination, or retirement, accrued annual leave shall not be paid in excess of thirty (30) days.
- (4) Annual leave may be granted by the staff member's immediate supervisor after the Orange County Public Schools ("OCPS") Leave Request is entered through OCPS Employee Self-Service. Annual leave shall be scheduled so as to cause a minimum disruption of the school program.
 - (5) Annual leave shall be reported in one (1) hour increments.

SPECIFIC AUTHORITY: Sections 1012.22; 1012.27; and 1012.68, Florida Statutes
Rule 6A-1.082, Florida Administrative Code

ADOPTED: 5/27/03
REVISED: 10/11/16

Appendix D

CTA PROPOSAL – ASSIGNMENTS AND TRANSFERS
MAY 18, 2018

ARTICLE IX ASSIGNMENT AND TRANSFERS

C. Teachers shall receive notice of their tentative teaching assignments on or before the first day of ~~traditional calendar post planning~~ May. 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.

Appendix E

CTA PROPOSAL - ASSOCIATION RIGHTS
May 18, 2018

ARTICLE IV ASSOCIATION RIGHTS

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

Appendix F

CTA PROPOSAL - BONUS

May 18, 2018

7. Bonus Pay

The District will provide a bonus in the same dollar amount to all instructional personnel who would have qualified, but were excluded from receiving the Best and Brightest effective and highly effective state-legislated bonus/es because they did not have students assigned to them under both FTE reports.

Appendix G

CTA PROPOSAL – BULLETIN BOARDS
MAY 18, 2018

ARTICLE IV ASSOCIATION RIGHTS

D. Communications

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

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

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

c. No one except the Association Representative or designee may post information on the CTA bulletin board. Any unauthorized posting/s shall be removed.

Appendix H

CTA PROPOSAL DISCIPLINE OF STUDENTS
May 18, 2018

ARTICLE VI WORKING CONDITIONS

J. The Board will repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed as a result of student action, assault and/or battery or the quelling of a disturbance suffered in the course of the legal performance of his/her assigned duties unless such loss covered by insurance or reimbursement is attained from other sources ~~not in excess \$400~~. If it is determined that coverage for verified cases of vandalism to personal property on school premises is permitted by Florida Statutes, such coverage shall be in the amount and under the conditions specified above.

ARTICLE VII TEACHER RIGHTS AND RESPONSIBILITIES

E.1

1. ~~Within the first ten duty days of each school year~~ During pre-planning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and physical copies of the current Student Referral form and. In the same time frame, each teacher will be provided with any additional disciplinary plan(s) which may have been developed for his/her school, as well as physical copies of any referral slips and other forms referenced in the school disciplinary plan(s).

E.2

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

E.4

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

Appendix I

CTA PROPOSAL Employee Relations Responses
May 18, 2018

ARTICLE VII TEACHER RIGHTS AND RESPONSIBILITIES

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

Appendix J

CTA PROPOSAL – EXTRA PLANNING DAYS
May 18, 2018

Whenever there is a fifth Wednesday of the month during a school year, teachers will receive an uninterrupted, protected teacher planning period after student contact time. No meeting, workshops or professional development will be scheduled during this time.

Appendix K

CTA PROPOSAL – FLEX DAYS
May 18, 2018

ARTICLE XIV DUTY DAY

Instructional personnel who choose to work during the summer or on the weekend prior to the first day of class to prepare their classroom will be able to earn an equivalent amount of flex time. They can earn up to three days to be used to be excused from teacher workday/s providing they have fulfilled all requirements for submitting grades.

Appendix L

CTA PROPOSAL – PREPLANNING
May 18, 2018

ARTICLE XIV DUTY 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. Scheduled faculty meetings, trainings and other meetings scheduled during preplanning will be ~~reasonable in length~~ limited to no more than 5 cumulative hours during the entire pre-planning week so as not to significantly impede the teachers' time for preparation for the coming school year.

Appendix M

CTA PROPOSAL - RECRUITMENT FAIRS AND NEW EMPLOYEE TRAINING
MAY 18, 2018

ARTICLE IV ASSOCIATION RIGHTS

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

6. At the beginning of each school year, the Association will be provided a mutually agreeable time on the agenda during the district-wide orientation to speak to new employees.

7. All new employees will receive a CTA membership application and letter from the CTA President inviting them to join CTA with their new employee materials.

8. If any new employee orientations are held during the school year, CTA will be noticed at least 5 days prior to the event and the President or his/her designee will be allowed to speak to them or to send correspondence for distribution.

Appendix N

CTA PROPOSAL - SUMMER SCHOOL

May 18, 2018

ARTICLE XV WORK YEAR

I. Extended Employment

9. Summer School

a. Regular employees shall be considered for summer employment for which they are qualified before others are hired. Such consideration first shall be given to those assigned to the school for the coming year. In post-secondary schools, if a course is continued during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.

If a K-12 course is offered during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.

b. Nothing herein shall prohibit mutually acceptable agreements between employees and administrators to divide these work assignments in an equitable manner.

c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.

d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.

Appendix O

CTA PROPOSAL - Teachers May Not Direct Peers
May 18, 2018

ARTICLE VII TEACHER RIGHTS AND RESPONSIBILITIES

P. Any member of the bargaining unit may not be directed by an administrator or other management to discipline, direct, or evaluate their peers or any OCPS instructional personnel.

Appendix P

APPENDIX C

HEALTH INSURANCE COVERAGE

- K. A telehealth program will be offered through the medical coverage which allows members to access a physician either by phone or secure video to help treat non-emergency medical conditions. For all plans, there is a \$10 copayment ~~after any applicable deductibles~~.