

MINUTES

CTA CBLT

CTA Office

June 21, 2018

In Attendance

Maribel Aponte	CTA	Ian Gesundheit	District	Clay Phillips	CTA
David Azzarito	District	Theresa Harter-Miles	District	Irine Roth	District
Rob Bixler	District	Farrah Hawkins	CTA	Mary-Grace Surrena	CTA
LeighAnn Blackmore	District	Josh Katz	CTA	Michelle VanderLey	CTA
Doreen Concolino	District	Emily McCann	FEA	Patricia Walker	District
Albert Davies	CTA	Clinton McCracken	CTA	Wendy Wing	CTA
Wendy Doromal	CTA	Phyllis Mills	CTA		
Jason Duke	District	Megan Oates	CTA		

Introductions, Announcements & Appointment of Gatekeeper/Timekeeper

CBLT

Michelle VanderLey served as Gatekeeper/Timekeeper.

Review Minutes from May 18 and June 14, 2018

CBLT

The CBLT did not approve minutes for either May 18, 2018, or June 14, 2018.

The District has not had an opportunity to review the suggested CTA revisions and stated that no minutes will be posted until both parties agree on them.

Salary Counter Proposal, Emily McCann, Ph.D., Northern Regional Collective Bargaining and Advocacy Specialist for FEA

CTA

Dr. Emily McCann presented CTAs Counter Proposal including comparables for both contiguous and similar size districts. (See Appendix A) The comparables included average and beginning salary adjusted by using the Florida Price Level Index (FPLI). Dr. McCann also presented CTAs interpretation of the term market adjustment with respect to salary increases as well as specific examples from several districts. Finally, Dr. McCann presented her interpretation of OCPS financial data referencing budgeted vs. actual expenditures.

CTA asked for an explanation of the large difference between budgeted and actual on the 2015-16 unassigned fund balance.

The District explained this included dollars budgeted for modifications to both the business and student software systems. The unspent dollars were carried forward to the next budget year.

CTA presented two counter proposals to the District's June 14, 2018, salary offer. (See Appendix B)

- Option 1

- Increase starting salary from \$39,500 to \$40,000
- 3% across the board increase for all teachers
- Additional \$427 for teachers rated as Effective
- Additional \$590 for teachers rated as Highly Effective
- Option 2
 - Increase starting salary from \$39,500 to \$40,000
 - \$1250 across the board increase for all teachers
 - Additional \$413 for teachers rated as Effective
 - Additional \$825 for teachers rated as Highly Effective

CTA and the District engaged in an extended exchange of questions and answers regarding both the District's offer and CTAs counter proposals.

CTA voiced contentions related to several issues with the District's salary proposal:

- **Timeframe:** Extreme disappointment exists between the time between CTA's salary proposal presented on February 26th and the District's proposal on June 14th. Despite the state budget being released in mid-March, CTA was not afforded ample time to bargain the District's proposal. CTA feels that these District actions communicate lack of respect for CTA and its members.
- **Salary Ranges:** The proposal persists in maintaining very compact range of salaries which particularly impacts experienced teachers who cannot afford to make teaching a career.

CTA indicated there is a disconnect between the District's white paper which indicates there is no relationship between performance pay and student achievement and the District's performance pay offer.

The District explained the disconnect is between the white paper and Florida Statutes.

The District restated our original June 14, 2018, salary offer and thanked the CTA members for their work to stay within the allocated dollars when making their counter offers.

The parties agreed to accept the District's offer even though CTA disagrees on the interpretation of the law.

CTA and the District signed Tentative Agreement (TA) #11 addressing Salary Increases for instructional personnel as well as an Increase in the Starting Salary (See Appendix C)

Other Proposals (See Appendix D)

CTA

- Recertification
 - CTA proposed the District pay for one area of certification for each teacher at the time of certificate renewal.
 - The District rejected the proposal as there were no funds remaining after agreeing to TA #11.
- Supplements
 - CTA proposed increases in many of the current supplements contained within the Supplement Handbook.
 - The District rejected the proposal as there were no funds remaining after agreeing to TA #11.
 - CTA asked about using nonrecurring dollars for these increases.
 - The District indicated we cannot use nonrecurring dollars for recurring expenses.
- Bonus
 - Back to School Bonus
 - CTA proposed a \$500 Back to School Bonus for all returning teachers.

- The District countered with a \$500 Mid-Year Retention Bonus for all instructional personnel hired on or before December 21, 2018, and in an active employment status as of the date of payout.
- CTA and the District signed Memorandum of Understanding (MOU) #8 addressing the \$500 Mid-Year Retention Bonus (See Appendix E)
- Best and Brightest Bonus
 - CTA proposed the District provide a Best and Brightest Bonus to those teachers who meet the qualifications for the state Best and Brightest Bonus but are not employed in an eligible position.
 - The District rejected the proposal as there were no funds remaining after agreeing to TA #11 and this would be in violation of the law providing for Best and Brightest Bonuses.
 - CTA maintained it is entirely within the District's legal ability to bargain for performance locally and several districts have done this.
 - The District stated whether you call it Best and Brightest or not, it is still Best and Brightest and would be in violation of the law and places the District at risk of an audit finding.

Article XV Work Year -- Preplanning

CBLT

CTA proposed that the District permit teachers to work up to three days prior to preplanning in exchange for taking off up to three of the scheduled workdays following the end of each of the first three grading periods. CTA and the District signed Tentative Agreement (TA) #12 addressing Additional Planning Days (See Appendix F)

Article XIV Duty Day – Fifth Wednesday

CBLT

CTA proposed that whenever a fifth Wednesday of the month occurs, the District provide teachers with uninterrupted planning time after student contact time.

CTA and the District signed Tentative Agreement (TA) #13 addressing Additional Planning Days (See Appendix G)

Article VII Teacher Rights and Responsibilities – Student Discipline

CBLT

The District presented a counter proposal to CTAs May 18, 2018 proposal. This counter proposal only addresses the timelines associated with student discipline and the provision of the Code of Student Conduct and referral form to instructional personnel.

CTA and the District signed Tentative Agreement (TA) #14 addressing Student Discipline (See Appendix H)

Appendix C Health Insurance Coverage -- Telemedicine

CBLT

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.

CTA and the District signed Tentative Agreement (TA) #15 addressing Telemedicine (See Appendix I)

Article XVI Salary – Retired Teachers

CTA

CTA requested an update on their 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.

The District indicated there is a possibility that CTA may file a motion to vacate the arbitration award related to this matter and requested this be tabled until such time as the arbitration process is resolved.

School Psychologists – Work Year

CTA

CTA requested a reduction in the number of work days for school psychologists.

The District shared that the language recently shared with the District were new proposals and this should be placed on an agenda for discussion. (See Appendix J)

CTA indicated the District did not respond to the information presented at the January 30, 2018, bargaining session and the District did not respond.

The District indicated this was to go to the ad hoc subcommittee for further discussion. The work year was not discussed at the ad hoc committee.

The District indicated this was to go to the ad hoc subcommittee for further discussion. The work year was not discussed at the ad hoc subcommittee.

CTA indicated this is a no cost item as they are requesting a decrease in the work days with no change in annual salary.

The District indicated this should be addressed by the HR Committee.

CTA asked how soon this could be scheduled.

The District and CTA co-chairs will work to schedule a meeting date.

Committee Update – Appeals Committee

CBLT

CTA reported the Appeals Committee completed their review of all appeals. CTA shared that the CTA co-chair spent considerable time preparing and organizing the appeals for review.

The District commended CTA Co-Chair Maribel Aponte for her work on the appeals files.

New Hires

CTA

CTA proposed language revisions providing new hires starting after preplanning to be afforded three (3) days for orientation and preparation prior to assuming responsibility for students.

CTA and the District signed Tentative Agreement (TA) #16 addressing Planning for New Hires (See Appendix K)

Additional Items

CTA

- Student Learning Growth Cut Scores
 - CTA asked the status of the student learning growth models and cut scores.
 - The District shared they believe the models were shared; however, we have since had a change in leadership.
 - CTA requested this be discussed at the first meeting for 2018-19.
- Targeted Schools

- CTA asked the status of the identification of the Targeted Schools for 2018-19.
- The District shared the District has not received all of the necessary information to determine the list of schools for 2018-19. The District agreed to set up a meeting as soon as they identify the schools.

Collaborative Bargaining

CTA

CTA stated there is a pretense of collaborative bargaining and CTA wants to put on the table a new system.

The District stated it is the District's intent to get back to collaborative bargaining as defined in the Contract. We need to make sure things are moving, conversations are happening and committees are meeting. It is difficult to come to the table with the expectation of signing agreements without the necessary discussions.

CTA requested this be added to the agenda for our first meeting in 2018-19. CTA believes they are ignored.

Ratification Process

CTA

The District asked how CTA will handle the ratification process.

CTA indicated it needs to start right away.

The District shared the School Board will ratify the changes at the June 26, 2018, school board meeting pending ratification by CTA.

CTA and the District agreed to prepare a joint communication for distribution the afternoon of June 21, 2018.

Appendix A

ORANGE COUNTY COMPARABLES

ORANGE COUNTY COMPARABLES

CONTIGUOUS (FTE)

• Brevard	72,537
• Seminole	67,266
• Osceola	66,237
• Lake	42,637

SIMILAR SIZE (FTE)

• Dade	349,742
• Broward	269,414
• Hillsborough	213,760
• Orange	204,030
• Palm Beach	190,008
• Duval	128,824

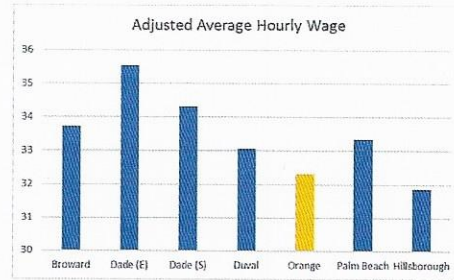
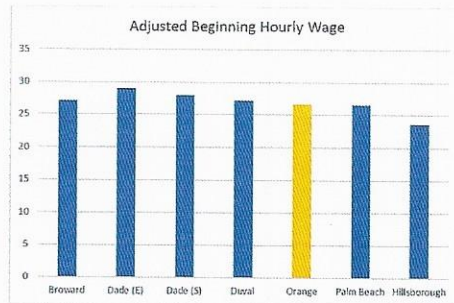
Source: 4th FTE Calculation, FDOE

COMPARABLE SIZE: AVERAGE SALARY

District	Hours per Day	Days	Total Hours	Average Salary	Average Hourly Rate	FPLI/100 (2017)	Adjusted Average Hourly Wage
Broward	7h/30m	196	1470	\$50,707	\$34.49	1.0227	\$33.72
Dade (E)	7h/5m	196 1388 + 20m		\$50,219	\$36.17	1.0179	\$35.53
Dade (S)	7h/20m	196 1437 + 20m		\$50,219	\$34.94	1.0179	\$34.33
Duval	7h/20m	196 1437 + 20m		\$48,068	\$33.44	1.0118	\$33.05
Orange	7h/30m	196	1470	\$47,887	\$32.58	1.0087	\$32.30
Palm Beach	7h/30m	196	1470	\$51,489	\$35.03	1.0504	\$33.35
Hillsborough	8h/0m	198	1584	\$50,808	\$32.08	1.0066	\$31.87

COMPARABLE SIZE: BEGINNING SALARY

District	Hours per Day	Days	Total Hours	Beginning Salary	Beginning Hourly Rate	FPLI/100 (2017)	Adjusted Beginning Hourly Wage
Broward	7h/30m	196	1470	\$ 40,724.00	\$ 27.70	1.0227	\$ 27.09
Dade (E)	7h/5m	196 1388 + 20m		\$ 41,000.00	\$ 29.53	1.0179	\$ 29.01
Dade (S)	7h/20m	196 1437 + 20m		\$ 41,000.00	\$ 28.53	1.0179	\$ 28.02
Duval	7h/20m	196 1437 + 20m		\$ 39,500.00	\$ 27.48	1.0118	\$ 27.16
Orange	7h/30m	196	1470	\$ 39,500.00	\$ 26.87	1.0087	\$ 26.64
Palm Beach	7h/30m	196	1470	\$ 41,000.00	\$ 27.89	1.0504	\$ 26.55
Hillsborough	8h/0m	198	1584	\$ 37,762.56	\$ 23.84	1.0066	\$ 23.68



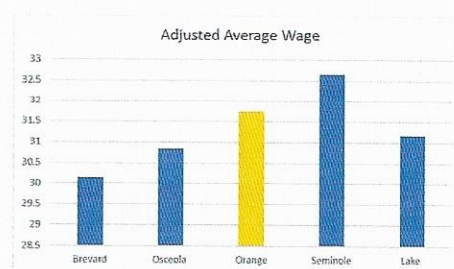
VISUALIZING ORANGE AMONGST COMPARABLES

CONTIGUOUS COUNTIES: BEGINNING SALARY

District	Contract Day (Hours)	Contract Year (Days)	Beginning Wage	Hourly Wage	2017	Adjusted Hourly Beginning Wage
Brevard	8	196	\$ 39,226.00	25.01658163	0.9843	\$ 25.42
Osceola	7.5	196	\$ 40,100.00	27.27891156	0.9853	\$ 27.69
Orange	7.5	196	\$ 39,500.00	26.8707483	1.0087	\$ 26.64
Seminole	7.5	196	\$ 40,000.00	27.21088435	0.9944	\$ 27.36
Lake	7.5	196	\$ 40,000.00	27.21088435	0.9738	\$ 27.94

CONTIGUOUS COUNTIES: AVERAGE SALARY

District	Contract Day (Hours)	Contract Year (Days)	Average Wage	Hourly Wage	2017	Adjusted Average
Brevard	8	196	\$ 46,513.31	29.66409872	0.9843	\$ 30.14
Osceola	7.5	196	\$ 44,679.01	30.39388397	0.9853	\$ 30.85
Orange	7.5	196	\$ 47,062.99	32.0156377	1.0087	\$ 31.74
Seminole	7.5	196	\$ 47,737.71	32.47463279	0.9944	\$ 32.66
Lake	7.5	196	\$ 44,617.60	30.35210881	0.9738	\$ 31.17



VISUALIZING ORANGE AMONGST CONTIGUOUS COUNTIES

MARKET ADJUSTMENTS AND PERFORMANCE PAY

Market adjustment: as practiced in districts across the state of Florida, an increase to base salary that applies to all faculty, both salary schedules.

1012.22: Describes and prescribes relationships between grandfathered salary schedules, performance pay adjustments, and cost of living allowances. It is SILENT on the subject of market adjustments.

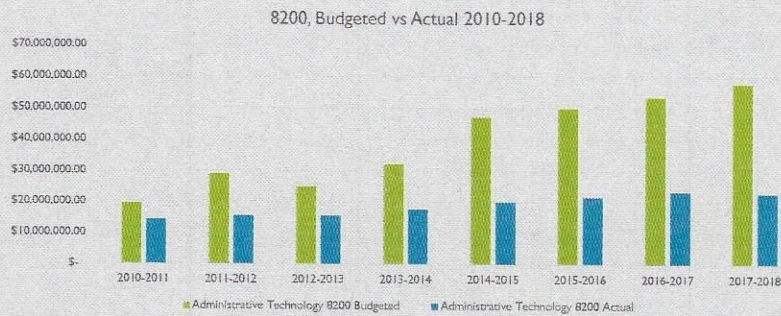
No court has ruled on market adjustments and performance pay. Moreover, Florida's Auditor General has performed an operational audit of Marion County since adoption of this language. No mention of it was made in the audit's findings, released March 28, 2018.

SELECTED MARKET ADJUSTMENTS BY DISTRICT, 17-18

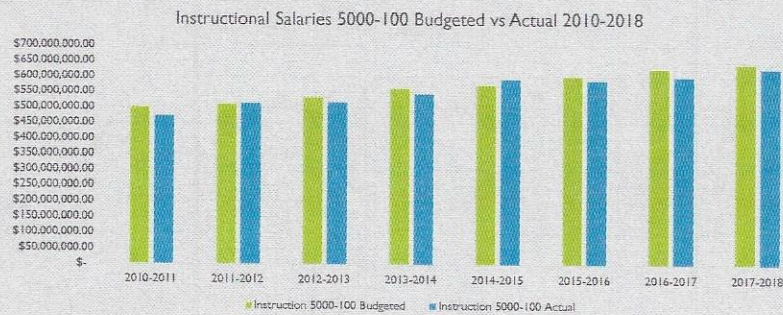
ALL LOCALS INSTRUCTIONAL

- Alachua County: 1%
- Broward County: 5%
- Citrus County: \$1000
- Columbia County: \$1500
- Hardee County: \$500
- Hernando County: 2.75%
- Marion County: \$700
- Martin County: \$300
- Lee County: Based on creditable years of experience: \$600 for those with 15 or 23 years; \$300 for 14, 21, or 22 years; \$0 for the rest.
- Pinellas County: 2.65%

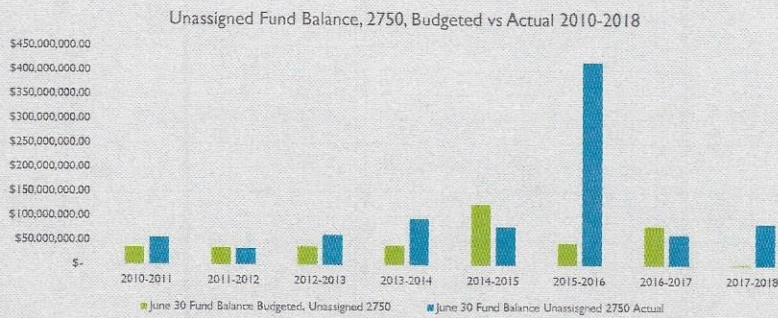
OCPS FINANCES: A STORY IN PICTURES



OCPS FINANCES: A STORY IN PICTURES



OCPS FINANCES: A STORY IN PICTURES



Appendix B

OPTION ONE SALARY

- Increase starting salary from \$39,500 to \$40,000 (1,400 estimated)
- All teachers receive an across the board 3% increase of their base annual salary (average of \$1,400 each)
- Effective teachers would receive an additional pay raise of \$427 (estimated 1,000 teachers)
- Highly Effective teachers would receive an additional pay raise of \$590 (estimated 12,000 teachers)
- This should be within the \$27 million allocated for raises

1012.22 (1) (c) 1

a. "Adjustment" means an addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary and shall be considered compensation under s. 121.021(22).

1012.22 (1) (c) 5 (11) 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.

OPTION TWO SALARY

- Increase starting salary from \$39,500 to \$40,000 (1,400 estimated)
- \$1,250 across the board
- Additional \$413 for Effective – total \$1,663
- Additional \$825 for Highly Effective – total \$2,075

1012.22 (1) (c) 1

a. "Adjustment" means an addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary and shall be considered compensation under s. 121.021(22).

1012.22 (1) (c) 5 (11) 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.

Appendix C

SALARY PROPOSAL

- Salary Offer:
 - 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)
 - Article XVI Salary, Appendix A Salary Structure for Performance Pay, and Appendix A-2 Supplement Schedule

* 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.

High Blackmore
D. A. R.

D. R. R.

Jason Duke

R. R. R.

Theresa R. R.

D. R. R.

Jan. R. R.

Wendy W. R.

May - Grace S. R.

J. Mills

A. R. R.

Jan. R. R.

Clinton McEachern

Maibell Aponte

W. S. R. R.

Emmanuel R. R.

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 \$550 for all personnel regardless of instructional practice score.

2. Teachers with a summative performance rating of Effective shall receive an additional \$1,100.

3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$1,525.

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.

APPENDIX A

Salary Structure for Performance Pay

<u>2017-18 2018-19 Open Range Schedule</u>		
	Minimum	Maximum
Tier 1 Range	39500 <u>\$40,000</u>	43175 <u>\$43,725</u>
Tier 2 Range	41080 <u>\$41,630</u>	49035 <u>\$49,585</u>
Tier 3 Range	47370 <u>\$47,920</u>	56428 <u>\$56,978</u>
Tier 4 Range	54735 <u>\$55,285</u>	72600 <u>\$74,000</u>

- 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.

Appendix D

OTHER PROPOSALS

Recertification

The current fee to apply for and to renew a Florida teaching certification is \$75. When 20% of the workforce is renewing their certification it would only cost OCPS roughly \$280,000.

This could go under another line item such as training

Supplements

Add the revised supplement handbook and its current cost of \$1.8 million. In light of the upcoming election and the vote to keep the mill that aims to save Art/Sports positions among others.

Bonus

We propose a welcome back to school bonus of \$500 for each returning teacher.

Also, would like the district to reconsider the Best and Brightest bonus for the instructional personnel who did not receive that.

Appendix E

MEMORANDUM OF UNDERSTANDING

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

This bonus will be paid to all instructional personnel hired in benefited positions by December 21, 2018, and in an active employment status on the date the bonus is paid.

Bonuses will be scheduled to be paid in the last paycheck in January 2019, depending on the employee's payroll cycle.

Leigh Blackman

D. A. O.

Debra

Juan Duke

Ross E. E. E.

Yvonne Hester

David L. L.

Robert M. M.

Megan Oates

Chy

Wendy W.

M. G. S.

Thy D. Mills

Adrian

Thy D. Mills

David D.

Clinton McEachern

Maubel A.

W. L. D.

Appendix F

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.

Reggie Blackmore

Michelle Vanderley

Adrian

M. G. Emery

Cheryl

Megan Oates

Donna

Ron Bink

Debra

Diane

W. S. Doran

Maubel Aponte

Clinton McEachern

John Hake

John Hake

Gwendy Wray

Patricia Brown

Theresa Harris

John Oates

Appendix G

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.

Leigh Blackmore
D. L. Ail

OKROR
Joan Duke
Ros Bied
Hersa Carter MS

David Lomach
Patricia Vander

Megaw Oates

Chyph

Wendy Winters
M G Sevens

Phyllis D. Mills

Art C. [Signature]

[Signature] KT

Jack Hat

Clinton McEachen

Maibel Aponte

W. C. Barwood

[Signature]

Michelle Vanderley

Appendix H

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.

Liz Blackmore

Michelle Vanderley

Emm

Ally

Py 2. Mills

M-G Sumera

Chyph

Megan Oates

Patricia

Donna

Theresa

W S Dornal

Maibel Lopez

Clinton McEachern

Jamie

Theresa

Wendy Wray

Ron T. Bixler

Jason Duke

OKRoth

D. A. A.

Appendix I

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.~~

Peggy Blackmore
 Michelle Vanderley
 Emily W
 Matt C.R.P.
 M. S. Turner
 C. J. P.
 Megan Oates
 Patrick P. M. W.
 Don Tomalsky
 Chersa Hard M. S.
 Russ Taylor
 D. K. Roth

W. S. Doran
 Maubel Aponte
 Clinton McChasun
 James H. H.
 J. H. K.
 P. D. Mills
 Wendy W.
 Jason Lake
 D. C. A.

Appendix J

A

Suggested Language for School Psychologist Work Year

ARTICLE XV WORK YEAR

A. Ten-month employees shall have 196 duty days of which 180 shall include student contact. Eleven-month employees shall have 216 duty days. The total number of paid holidays for ten and 11-month employees shall be six. Twelve-month employees shall be scheduled to work all weekdays other than nine paid holidays, **except as otherwise provided in this Contract**. Paid holidays and the School Calendars shall be as set forth in Appendix C, which is hereby incorporated into and made a part of this Contract.

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. 64

4. There shall be a full (M-F) two-week Winter Holiday.

C. If a full Wednesday student day is required during the weeks of standardized student testing that increases student contact time, then the workday shall mirror the traditional Monday, Tuesday, Thursday, Friday schedule for students and employees. On the following Wednesday when testing has ended, all teachers shall be permitted to leave at the end of the scheduled student day. There shall be no mandatory professional development or required administrative meetings for teachers on that Wednesday. If two Wednesdays are required back to back, teachers shall be allowed to leave at the end of the scheduled student day on the following back to back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

D. When it becomes necessary to close a school because of weather or for other reasons as deemed necessary by the Superintendent, the days lost shall be made up by extending the school year for that school, as determined by the Board, after consultation with the Association, without it being a violation of this Contract.

E. Attendance at in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program. There shall be no mandatory in-service during the first or final day of preschool planning nor during post-school planning for school-based employees.

F. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided up to four student contact days per year to perform duties related to said preparation, at times mutually agreeable between the teacher and the administrator. Additional time may be requested. Release time from regular duties shall be provided in reasonable time blocks.

G. Any teacher transferred within the student year shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.

H. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

I. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, per their primary contract for the school year just completed, except as may be provided elsewhere in this Contract.

2. Employees shall be notified of the availability of extended employment opportunities one month before the end of their work year. The acceptance of extended employment is voluntary on the part of the teacher, and such acceptance signifies a commitment to the particular extended employment.

3. Beginning in the 2014-15 school year, JROTC teachers shall work 196 duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.

4. The athletic director shall be offered up to 20 days of extended employment and the period shall be mutually agreed upon between the administrator and the athletic director.

5. CRTs assigned to elementary schools or special centers may be offered extended employment of up to 20 days during the summer months.

6. Guidance counselors and media specialists may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.

7. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered extended employment for the summer months. If these secondary schools have a ninth grade center, the days used for the extended employment may be used between the teachers from the main campus and the teachers from the ninth grade center.

8. Summer School

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

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

- c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.
- d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.

J. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:

- 1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
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K. The 12-month calendar for school psychologists shall include 245 duty days.

Appendix B (add)

TWELVE MONTH EMPLOYEES (School Psychologists)

Holiday
Independence Day
Labor day
Thanksgiving Holidays (Teacher Holidays and Teacher non—work days)
Winter Holidays (Two Weeks)
Spring Break (One Week)

B

Suggested Language for School Psychologist Work Year

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C. If a full Wednesday student day is required during the weeks of standardized student testing that increases student contact time, then the workday shall mirror the traditional Monday, Tuesday, Thursday, Friday schedule for students and employees. On the following Wednesday when testing has ended, all teachers shall be permitted to leave at the end of the scheduled student day. There shall be no mandatory professional development or required administrative meetings for teachers on that Wednesday. If two Wednesdays are required back to back, teachers shall be allowed to leave at the end of the scheduled student day on the following back to back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

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H. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

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Spring Break (One Week)

Appendix K

CTA Proposal
June 21, 2018

**ARTICLE XV
WORK YEAR**

- G. Any teacher transferred within the school year, or hired after pre-planning, shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.

Leigh Blackmore
Michelle Vanderley
Cruz M

Adit C.R.A.
M.B. Simera

Chap
Megan Oates

Donna Thomas

Theresa Hord MS

Jason Duke

Oliver

W.S. Darnall

Maibell Aponte

Clinton McClasher

Janae ~~Stanton~~

John Kof

R.D. Mills

Wendy Wong

Tamara ~~Stanton~~

D.O. ~~Stanton~~