

Resolution of Disputed Issues for 2023-24

RESOLUTION OF DISPUTED ISSUE -- Wages
Article XVI Salary, Appendix A Salary Schedule, Appendix A-2 Supplement
Schedule, Appendix A-5 Retention Supplement for Instructional Employees and
Appendix A-6 Select Supplements
March 4, 2024

ARTICLE XVI
SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the first duty day of the current school year. For school year ~~2022-23~~ 2023-24, 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 ~~\$900~~ 2% for all personnel regardless of instructional practice score.
2. Teachers with a summative performance rating of Effective shall receive an additional ~~\$1,800~~ 5.75%.
3. Teachers with a summative performance rating of Highly Effective shall receive an additional ~~\$2,425~~ 7.7%.
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.

...

D. In-service training and planning on a non-duty day will be compensated at a minimum of ~~\$60~~ 75 for a three-hour day and ~~\$120~~ 150 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.

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[Remainder of Article Status Quo except as agreed in Tentative Agreement #2 dated
November 21, 2023.]

RESOLUTION OF DISPUTED ISSUE -- Wages
Article XVI Salary, Appendix A Salary Schedule, Appendix A-2 Supplement
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March 4, 2024

APPENDIX A

Salary Structure for Performance Pay

Open Range Schedule	
Minimum	Maximum
\$48,400 <u>49,375</u>	\$101,050 <u>114,287</u>

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

Salary Structure for Performance Pay
for School Psychologists

Open Range Schedule	
Minimum	Maximum
\$57,150 <u>58,293</u>	\$104,338 <u>114,459</u>

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APPENDIX A-2
SUPPLEMENT SCHEDULE

ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$3,405~~ **3,473**

Specialist: ~~\$5,224~~ **5,328**

Doctorate: ~~\$6,888~~ **7,026**

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.

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APPENDIX A-5

RETENTION SUPPLEMENT FOR INSTRUCTIONAL EMPLOYEES

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding instructional personnel with a three-year retention supplement. This supplement will be funded through the ESSER III/American Rescue Plan funding.

~~This supplement as outlined below will be distributed to all eligible, instructional personnel based on cumulative years of instructional employment in a benefited position with the District as of the initial date of payout for each year of the three-year program. This supplement for 2023-24 as outlined below will be distributed to all eligible, instructional personnel based on cumulative years of District employment in a benefited position with the District as of the initial date of payout for each year of the four-year program.~~

All eligible, instructional personnel must have an active employment status on the date(s) the supplement is paid. Those employees who retire between the date of execution of the Resolution of Disputed Issue – Retention Supplement and the date(s) of payout who otherwise are eligible to receive the supplement will be included.

The supplement is scheduled to be paid in three (3) annual installments. The District will distribute the supplement during the 2021-22, 2022-23, and 2023-24 school years. ~~The dates of distribution to be determined upon ratification.~~

2021-22 and 2022-23 School Year

	5 - 9 Years	10 – 14 Years	15 - 19 Years	20 - 24 Years	25 - 29 Years	30+ Years
Supplement	500	1,000	1,500	2,000	2,500	3,000

2023-24 School Year

	5 - 9 Years	10 – 14 Years	15 - 19 Years	20 - 24 Years	25 - 29 Years	30+ Years
Supplement	500 \$625	1,000 \$1,250	1,500 \$1,875	2,000 \$2,500	2,500 \$3,125	3,000 \$3,750

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APPENDIX A-6

SELECT SUPPLEMENTS FOR SCHOOL YEAR 2023-24

A. Exceptional Student Education (ESE)

- 1. Classroom teachers assigned to a self-contained unit with at least one student identified as ASD (Autism Spectrum Disorder) or EBD (Emotional/Behavioral Disability) will receive an annual supplement of \$4,000.**
- 2. Behavior Specialists who are not assigned to a self-contained unit with at least one student identified as ASD (Autism Spectrum Disorder) or EBD (Emotional/Behavioral Disability) will receive an annual supplement of \$2,500.**
- 3. Staffing Specialists and 504 Coordinators will receive an annual supplement of \$2,000.**
- 4. Exceptional Student Education teachers including EMH, emotionally handicapped, PreK handicapped, profoundly handicapped, SLD, speech therapy, teacher of the deaf, TMH teacher, varying exceptionalities, visually handicapped, vocational education/exceptional education who provide services listed on a student's IEP but are not covered by paragraphs A.1, A.2, or A.3 above will receive an annual supplement of \$1,500.**

B. Certificate of Clinical Competence

Speech Language Pathologists and Audiologists holding a current Certificate of Clinical Competence and employed as a speech language pathologist or audiologist will receive an annual supplement of \$8,000.

C. Licensed Clinical Social Workers, Mental Health Counselors, and Registered Nurses.

Licensed Clinical Social Workers, Licensed Mental Health Counselors, Licensed Registered Nurses holding a current license and employed as a social worker, mental health counselor, or registered nurse respectively will receive an annual supplement of \$5,000.

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March 4, 2024

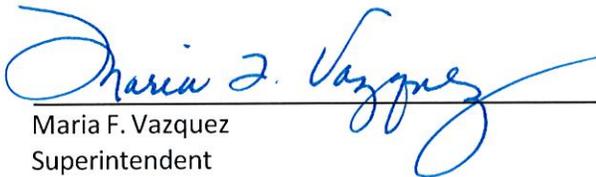
D. Payment for supplements is added to the employee's regular paycheck.

If an employee starts a supplemented position late or terminates 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 supplemented position was held.

As of this 11th day of March, 2024.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Maria F. Vazquez
Superintendent



Clinton McCracken
President

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

ARTICLE XVII
FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust.
 - a. Effective June 30, 2024, and implemented the beginning of Plan Year 2024-25, for employees hired prior to July 1, 2024, the premium will be shared as follows between Board and employees for Employee Only coverage: Plan A - 95% (Board)/5% (Employee); Plans B and C - 90% (Board)/10% (Employee) and Plan D - 100% (Board) /0% (Employee). Fifty percent of the cost will be paid by the Board for half-time employees who elect **Employee Only** coverage. Annual individual premium cost increases exceeding **810%** over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.
 - b. For the plan year 2024-25, the District will provide CTA bargaining unit employees a premium discount equal to \$4.4 million. This premium discount shall be split among all CTA bargaining unit employees employed with the District and covered by one of the District's plans prior to July 1, 2024. The parties shall enter into a Memorandum of Agreement implementing the premium discount.
 - c. For employees hired on or after June 30, 2024, the premium will be shared as follows between Board and employees for Employee Only coverage: Plan A, B and C - 85% (Board)/15% (Employee) and Plan D - 100% (Board)/0% (Employee). Fifty percent of the cost will be paid by the Board for half-time employees who elect Employee Only coverage.
 - d. Effective June 30, 2024, employees who separate service for more than sixty (60) calendar days and return after that timeframe will only be eligible for the plans provided to new hires as outlined in Article XVII.A.1.c. above.

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2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and Appendix D. Appendix D shall hereby be incorporated into and made a part of this Contract.
 - a. The program shall include a plan with a contracted provider network, (an HMO and/or PPO type).
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a case management review may be required after a review by a medical panel as set forth in Appendix C Section G.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be responsible for payment of all specified deductibles, coinsurance, copayments and premium costs as specified in the Plan Document.
4. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
5. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a ten-month employee resigns or retires at the end of the previous school year.
6. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner or employee + family coverage of health insurance available through twice monthly payroll deduction.
7. If an employee and his/her spouse/domestic partner are both employees of the Board, the Board agrees to combine their health insurance contributions and apply the same toward family coverage.
8. The Board shall provide health insurance at ~~no cost~~ the same contributions to employees who are on leave of absence under the Family and Medical Leave Act of 1993, to the extent required by law.

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9. Comparable health insurance plans shall be made available, subject to normal limits imposed on such benefit plans, to employees upon retirement. The cost of the premium shall be borne by the retiree.
 10. The Fringe Benefit Committee shall review and advise on questions used in the bi-annual insurance survey.
- B. Alternatives to Health Insurance
1. The Board agrees to provide, at no cost to employees, an alternative to health insurance, as set forth in Appendix C, Section H.
 2. Eligibility for an alternative shall require that the employee has group health insurance from another source.
 3. An employee may re-enroll in the health insurance program during annual enrollment or within 30 days of a qualifying event as defined by IRS Section 125.
- C. Life Insurance
1. The Board agrees to provide, at no cost to the employee, a term life insurance policy with accidental death and dismemberment coverage, equal to the employee's annual base salary.
 2. In the event a beneficiary has not been designated by the employee, the Board shall pay the benefits under the policy equally to members of the first of the following surviving classes: spouse/domestic partner, children, parents, siblings, and executor or administrator.
- D. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties; however, the total cost of the premiums shall be borne by the employee.
1. Universal life insurance coverage shall be available for the employee and/or spouse/domestic partner from a minimum amount of \$10,000 up to the maximum provided in the policy document in \$10,000 increments to the maximum of the policy.
 2. Additional term life insurance coverage shall be available up to a maximum of \$10,000 for the teacher's spouse/domestic partner and up to a maximum of \$5,000 for each child depending upon the teacher's annual salary.

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- E. The Board shall provide for the purchase of additional benefits through the provisions of IRS Section 125. If significant changes are made in these plans offered by the District, employees shall be given an opportunity to change enrollment in benefit programs in accordance with Federal regulations. Programs offered may include, but shall not be limited to, dependent medical, life, dental, and vision insurance plans and flexible spending accounts.
- F. The Board shall provide free payroll deductions for up to two tax-sheltered investments, the ~~Central Florida Educators Federal~~ Addition Financial Credit Union accounts, the U.S. Savings Bond program and the IRS Section 125 program. At the time of deduction, funds shall be transmitted to the appropriate agency, unless otherwise prohibited.
- G. Terminal Pay
 - 1. Per F.S.1012.61(2) 4, upon retirement an employee shall receive terminal pay equal to his/her daily rate of pay multiplied by the number of days of accumulated sick leave, according to the following formula:

Years of Service in the District	Percentage Factor
0-3	35
3.01-6	40
6.01-9	45
9.01-12	50
12.01 – over	100

- a. Effective July 1, 2008, employees may use cumulative years of service for calculation of terminal pay if, when rehired by the district they remain employed immediately preceding retirement, for at least five years.
 - b. Consecutive years of service will be used for calculation of terminal pay in all other situations.
- 2. An employee will (a) notify the appropriate District department in writing on or before April 1 of the fiscal year in which s/he is retiring and (b) work at least 45 duty days during that fiscal year. The Superintendent may waive the above requirements in unusual circumstances.

The Superintendent may waive the above timelines in mitigating circumstances.

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3. An employee who retires under the disability provisions of the Florida Retirement System or Teacher Retirement System shall be eligible for terminal pay as specified in this Contract.
 4. The Board agrees to provide terminal pay to the employee's designated beneficiary, or to the estate of the employee if no beneficiary has been designated, if active service is terminated by death. Active service shall include an employee on Board-approved leave.
 5. Terminal pay shall be made available within 30 duty days of the date of retirement, or on a mutually agreed upon date.
 6. An employee who is laid off shall be compensated for his/her accumulated sick leave according to the formula in Section 1. Above, if requested by the employee.
- H. A twelve-month employee who leaves his/her employment for any reason shall be paid for all of the annual leave accrued through his/her last workday. Payment shall be made within 30 duty days.
- I. Employees shall be covered by Workers' Compensation as provided by law.
- J. Employees shall be eligible for participation in the Orange County Public Schools Employees Sick Leave Bank, which rules and procedures are set forth in Appendix D.
- K. Expenses
1. An employee assigned to more than one work-site shall have one work-site assigned as his/her base school, and shall be reimbursed for all mileage excluding the round trip mileage from his/her home to his/her base school.
 2. An employee who is authorized and required to use his/her automobile in the performance of his/her assigned duties shall be reimbursed at the maximum rate permitted by Florida law. Said employee shall also be reimbursed for tolls paid upon submission of receipts for same.
- L. Free off-street parking facilities shall be provided for employee use at each school. Employee and student parking at high schools shall be separate.
- M. All employees with proof of employment along with picture identification or an O.C.P.S. picture identification may attend all school activities in which pupils participate, free of charge, unless otherwise prohibited by a regulatory agency.

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- N. The parties support an ongoing program of employee assistance, recognizing that chemical dependency, mental and/or health problems and other problems of a personal nature may contribute to misconduct and/or a decline in job performance. As such the parties will continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
- O. The Board agrees to make a reasonable effort to maintain the Institute for Professional Development to serve as a confidential resource for teachers.
- P. The parties agree to participate in a mandatory plan for all employees to shelter a portion of their sick leave pay out at retirement.

APPENDIX C
HEALTH INSURANCE COVERAGE
For Plan Years 2022-23 and 2023-24

- A. Employees shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, a select in-network option shall be available.
 - 1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. Annual individual premium cost increases exceeding **810%** over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.
- B. Annual out-of-pocket maximums and deductibles:

2022-23 and 2023-24 Health Insurance Plans							
SureFit		Plan A (Local Plus Network)		Plan B (Open Access Plus HRA)		Plan C (OAPIN)	
No premium cost for Employee Only Coverage (full-time)		No premium cost for Employee Only Coverage (full-time)		PPO Like: Open Access Plus HRA (In and Out of Network) Employee Paid Premium \$26.26/paycheck, \$525/year		Employee Paid Premium \$26.26/paycheck, \$525/year	
				In-Network Benefits			
Out of Pocket Maximums	Medical: \$5,500 Individual/\$11,000 Family	Out of Pocket Maximums	Medical: \$6,500 Individual/\$13,000 Family	Out of Pocket Maximums	Medical: \$6,500 Individual/\$13,000 Family	Out of Pocket Maximums	Medical: \$6,500 Individual/\$13,000 Family
	Pharmacy: \$1,500 Individual/\$3,000 Family		Pharmacy: \$2,000 Individual/\$4,000 Family		Pharmacy: \$2,000 Individual/\$4,000 Family		Pharmacy: \$2,000 Individual/\$4,000 Family

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Deductibles	\$300 Individual/\$600 Family	Deductibles	\$500 Individual/\$1,000 Family	In-Network Deductibles	\$3,000 Individual/\$6,000 Family	Deductibles	\$400 Individual/\$800 Family
				Out of Network Coverage			
				Out of Network Deductibles	Medical: \$3,000 Individual/\$6,000 Family		
				Out of Network Maximums	Medical: \$9,000 Individual/\$18,000 Family		
					Pharmacy: Unlimited		

- * Family deductibles and out-of-pocket maximums are two (2) times the individual deductible and out-of-pocket maximum amounts.
- ** In-network out-of-pocket annual maximums shall include any deductibles, copayments, and coinsurance. Once a member has met their out of pocket maximum, the plan will pay 100% of the covered charges for the remainder of the plan year.

In-network and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, and September) shall apply toward the next plan year.

1. In the PPO-like Plan B, HRA product in-network co-insurance shall be 80 percent (with the member paying 20 percent) and out-of-network co-insurance shall be 70 percent (with the member paying 30 percent) of the in-network fee schedule.
2. In-network copayments for the contracted provider network for each Primary Care Physician (PCP) and for each Specialist visit covered by the healthcare products are covered as listed in the chart below.

Plan Name	SureFit	Plan A: Local Plus In-Network	Plan B: Open Access Plus HRA In and Out of Network Plan	Plan C: OAPIN
Specialist and Primary Care Visit Copays (in-network only)				
Primary Care (PCP)	\$35	\$35	\$30	\$30
Specialist	\$55	\$55	\$65	\$55
Specialist CCN *	N/A	N/A	\$45	N/A

* Cigna Care Network Specialist

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3. For plan year 2022-23 and 2023-24, the HMO-like plan, SureFit, shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a \$60 charge for formulary drugs for a 30-day supply; and a \$100 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for a \$90 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

For plan year 2022-23 and 2023-24, the HMO-like, Plan A: Local Plus In-network product, the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$60 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$100 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$90 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

Maintenance medications must be purchased through the mail order at Caremark.com or via the CVS Pharmacy Retail 90 program. Members shall be charged the full cost of the medication if mail order or CVS Retail 90 is not utilized for maintenance medication. In Plan B: HRA employees using out-of-network pharmacies for prescription drugs will pay copay plus the difference in cost between out-of-network and network cost to the plan (excluding maintenance medications which must be purchased at mail order). There are no out of network benefits for pharmacy in SureFit, Plan A: Local Plus In-Network or Plan C: OAPIN.

4. Hospice treatment in network coinsurance shall match coinsurance amounts in the plans.
5. Second opinions are covered as outlined in the plan.
6. Emergency Room visits copayments are as follows:
- HMO-like products SureFit and Plan A and C: \$400
 - PPO-like products Plan B: \$400 plus 20% co-insurance

Emergency Room copayment shall be waived if the plan member is admitted to the hospital. If a plan member has a documented referral to the ER by an urgent care center or physician and is not admitted to the hospital, he/she may use the appeal

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process as outlined in the Plan Document for possible reimbursement of the Emergency Room copayment.

7. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.

Plan Name	SureFit	Plan A: Local Plus In- Network	Plan B: Open Access Plus HRA In and Out of Network Plan	Plan C: OAPIN
Hospital Based/ Hospital Affiliated including Emergency Room	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Freestanding imaging center	\$100	\$100	\$100 + 20%	\$100

- C. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
- D. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- E. A mammography benefit shall be provided. Preventive care will be covered at no cost to the member. The services must be coded from the provider as a preventive.
- F. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- G. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the Third-Party Administrator five working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification will be mandatory for non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 48 hours following any emergency admission.
- H. Durable Medical Equipment will be subject to deductible and coinsurance for all plans.
- I. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected member.

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1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be: a representative from the Association, a representative from the Board and three medical representatives agreed to by the parties. The Association and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.
2. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - a. The illness is life-threatening.
 - b. The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration.
 - c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.
 - d. The experimental or investigative treatment or procedure is recognized as having merit by national medical experts.
 - e. The affected employee must fit the provider's qualifications to be a candidate for such treatment or procedure.
 - f. The affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative.
 - g. The affected employee requests to participate in the treatment or procedure after analyzing the benefits and the risk.
3. The panel shall make a case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees of the Benefits Trust will take final action in an expeditious manner.

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- J. Employees who select an alternative to health insurance as set forth in Article XVII, Section B shall have the option of the following:
 - 1. A disability program providing an eligible benefit (based on the teacher's annual salary) not to exceed \$1,500 per month and vision insurance.
- K. Any wellness program will be optional to all instructional employees. All such programs will be confidential and all employee information will be protected by a third party per HIPAA regulations. Incentives shall be negotiated through the bargaining process.
- L. 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.

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APPENDIX C

HEALTH INSURANCE COVERAGE

Effective June 30, 2024, For 2024-25

- A. Employees shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, a select in-network option shall be available.
1. Effective June 30, 2024, and implemented the beginning of Plan Year 2024-25, for employees hired prior to July 1, 2024, the premium will be shared as follows between Board and employees for Employee Only coverage: Plan A - 95% (Board)/5% (Employee); Plans B and C – 90% (Board)/10% (Employee) and Plan D - 100% (Board)/0% (Employee). Fifty percent of the cost will be paid by the Board for half-time employees who elect **Employee Only** coverage. Annual individual premium cost increases exceeding **810%** over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.
 2. For the plan year 2024-25 the District will provide CTA bargaining unit employees a premium discount equal to \$4.4 million. This premium discount shall be split among all CTA bargaining unit employees employed with the District and covered by one of the District’s plans prior to July 1, 2024. The parties shall enter into a Memorandum of Agreement implementing the premium discount.
 3. For employees hired on or after June 30, 2024, the premium will be shared as follows between Board and employees for Employee Only coverage: Plan A, B and C - 85% (Board)/15% (Employee) and Plan D - 100% (Board)/0% (Employee). Fifty percent of the cost will be paid by the Board for half-time employees who elect Employee Only coverage.
 4. Effective June 30, 2024, employees who separate service for more than sixty (60) calendar days and return after that timeframe will only be eligible for the plans provided to new hires as outlined in Appendix C.A.3. above.

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C. Annual out-of-pocket maximums and deductibles:

2024-25 Health Insurance Plans For Employees Hired Prior to 07/01/2024							
Plan D (SureFit)		Plan A (Local Plus Network)		Plan B (Open Access Plus High Deductible Health Plan and Health Savings Account - HDHP)		Plan C (OAPIN)	
<u>No premium cost for Employee Only Coverage (full-time)</u>		<u>Employee Paid Premium \$545/year or \$27.25/per check</u>		<u>Employee Paid Premium \$1,172/year or \$58.60/per check</u>		<u>Employee Paid Premium \$1,172/year or \$58.60/per check</u>	
				<u>In-Network Benefits</u>			
<u>Out of Pocket Maximums</u>	<u>Medical: \$4,500 Individual/ \$9,000 Family</u>	<u>Out of Pocket Maximums</u>	<u>Medical: \$4,500 Individual/\$9,000 Family</u>	<u>Out of Pocket Maximums</u>	<u>Medical: \$4,500 Individual/\$9,000 Family</u>	<u>Out of Pocket Maximums</u>	<u>Medical: \$4,500 Individual/ \$9,000 Family</u>
	<u>Pharmacy: \$2,500 Individual/ \$5,000 Family</u>		<u>Pharmacy: \$4,000 Individual/ \$8,000 Family</u>		<u>Pharmacy: \$4,000 Individual/ \$8,000 Family</u>		<u>Pharmacy: \$4,000 Individual/ \$8,000 Family</u>
<u>Deductibles</u>	<u>\$300 Individual/\$600 Family</u>	<u>Deductibles</u>	<u>\$500 Individual/\$1,000 Family</u>	<u>In-Network Deductibles</u>	<u>\$1,750 Individual/ \$3,500 Family</u>	<u>Deductibles</u>	<u>\$400 Individual/\$800 Family</u>
				<u>Out of Network Coverage</u>			
				<u>Out of Network Deductibles</u>	<u>Medical: \$5,000 Individual/ \$10,000 Family</u>		
				<u>Out of Network Maximums</u>	<u>Medical: \$10,000 Individual/\$20,000 Family</u>		
				<u>Pharmacy: Unlimited</u>			

* Family deductibles and out-of-pocket maximums are two (2) times the individual deductible and out-of-pocket maximum amounts.

** In-network out-of pocket annual maximums shall include any deductibles, copayments, and coinsurance. Once a member has met their out of pocket maximum, the plan will pay 100% of the covered charges for the remainder of the plan year.

In-network and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, and September) shall apply toward the next plan year.

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

- In the PPO-like Plan B, High Deductible Health Plan (HDHP) product in-network co-insurance shall be 80 percent (with the member paying 20 percent) and out-of-network co-insurance shall be 70 percent (with the member paying 30 percent) of the in-network fee schedule. The HDHP plan will comply with federal regulations required for a HDHP with a Health Savings Account (HSA).
- In-network copayments for the contracted provider network for each Primary Care Physician (PCP) and for each Specialist visit covered by the healthcare products are covered as listed in the chart below.

<u>Plan Name</u>	<u>Plan D: SureFit</u>	<u>Plan A: Local Plus In- Network</u>	<u>Plan B: Open Access Plus HDHP In and Out of Network Plan</u>	<u>Plan C: OAPIN</u>
<u>Specialist and Primary Care Visit Copays (in-network only)</u>				
<u>Primary Care (PCP)</u>	<u>\$15</u>	<u>\$15</u>	<u>\$15</u>	<u>\$15</u>
<u>Specialist</u>	<u>\$55</u>	<u>\$55</u>	<u>\$65</u>	<u>\$65</u>
<u>Specialist CCN *</u>	<u>N/A</u>	<u>N/A</u>	<u>\$45</u>	<u>\$30</u>

* Cigna Care Network Specialist

- Effective June 30, 2024, and implemented the beginning of Plan Year 2024-25 the HMO-like plan, SureFit, shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a \$60 charge for formulary drugs for a 30-day supply; and a \$100 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for a \$90 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

Effective June 30, 2024, implemented the beginning of Plan Year 2024-25, the HMO-like, Plan A: Local Plus In-network product, the PPO-like, Plan B: Open Access Plus HDHP In and Out of Network and HMO-like Plan C: OAPIN shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$60 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$100 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$90 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

Maintenance medications must be purchased through the mail order at Caremark.com or via the CVS Pharmacy Retail 90 program. Members shall be charged the full cost of the medication if mail order or CVS Retail 90 is not utilized for maintenance medication. In Plan B: HRA employees using out-of-network pharmacies for prescription drugs will pay copay plus the difference in cost between out-of-network and network cost to the plan (excluding maintenance medications which must be purchased at mail order). There are no out of network benefits for pharmacy in SureFit, Plan A: Local Plus In-Network or Plan C: OAPIN.

4. Hospice treatment in network coinsurance shall match coinsurance amounts in the plans.
5. Second opinions are covered as outlined in the plan.
6. Emergency Room visits copayments are as follows:

- HMO-like products SureFit and Plan A and C: \$400
- PPO-like products Plan B: \$400 plus 20% co-insurance

Emergency Room copayment shall be waived if the plan member is admitted to the hospital. If a plan member has a documented referral to the ER by an urgent care center or physician and is not admitted to the hospital, he/she may use the appeal process as outlined in the Plan Document for possible reimbursement of the Emergency Room copayment.

7. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.

<u>Plan Name</u>	<u>Plan D: SureFit</u>	<u>Plan A: Local Plus In- Network</u>	<u>Plan B: Open Access Plus HRA-HDHP In and Out of Network Plan</u>	<u>Plan C: OAPIN</u>
<u>Hospital Based/ Hospital Affiliated including Emergency Room</u>	<u>10% after deductible</u>	<u>20% after deductible</u>	<u>20% after deductible</u>	<u>20% after deductible</u>
<u>Freestanding imaging center</u>	<u>\$100</u>	<u>\$100</u>	<u>\$100 + 20%</u>	<u>\$100</u>

- C. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

- D. In both the PPO-like and HMO-like product child health supervision services in network shall be \$20 per visit.
- E. A mammography benefit shall be provided. Preventive care will be covered at no cost to the member. The services must be coded from the provider as a preventive.
- F. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
- G. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the Third-Party Administrator five working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification will be mandatory for non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 48 hours following any emergency admission.
- H. Durable Medical Equipment will be subject to deductible and coinsurance for all plans.
- I. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected member.
1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be: a representative from the Association, a representative from the Board and three medical representatives agreed to by the parties. The Association and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.
 2. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - a. The illness is life-threatening.
 - b. The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration.
 - c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

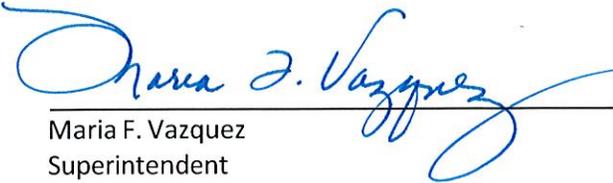
- d. The experimental or investigative treatment or procedure is recognized as having merit by national medical experts.
 - e. The affected employee must fit the provider’s qualifications to be a candidate for such treatment or procedure.
 - f. The affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative.
 - g. The affected employee requests to participate in the treatment or procedure after analyzing the benefits and the risk.
3. The panel shall make a case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees of the Benefits Trust will take final action in an expeditious manner.
- J. Employees who select an alternative to health insurance as set forth in Article XVII, Section B shall have the option of the following:
- 1. A disability program providing an eligible benefit (based on the teacher’s annual salary) not to exceed \$1,500 per month and vision insurance.
- K. Any wellness program will be optional to all instructional employees. All such programs will be confidential and all employee information will be protected by a third party per HIPAA regulations. Incentives shall be negotiated through the bargaining process.
- L. 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 \$0 copayment.

RESOLUTION OF DISPUTED ISSUE – Health Insurance
Article XVII Fringe Benefits and Appendix C Health Insurance Coverage
March 5, 2024

As of this 11th day of March, 2024

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Maria F. Vazquez
Superintendent



Clinton McCracken
President

Tentative Agreements (TAs) for 2023-24

TENTATIVE AGREEMENT #1
Supplement Handbook High School Sports Position Allocation
November 21, 2023

See select Supplement Handbook pages on the following pages.

TENTATIVE AGREEMENT #1
Supplement Handbook High School Sports Position Allocation
November 21, 2023

High School Sports Position Allocation (a)

SPORT	Varsity Head Coaches	Assistant Coaches	JV Head Sub-Varsity Coaches	Freshmen Head Coach	TOTAL # OF POSSIBLE ASSISTANTS
Football	1	<u>35</u>	3	2	8
Basketball	2	<u>24</u>	2	2(a)	<u>46</u>
Soccer	2	2	2		<u>64</u>
Track	2	2	2		4
Volleyball	2	4	2		<u>46</u>
Swimming	2	4	2		<u>46</u>
Softball	1	<u>12</u>	1	+	3
Baseball	1	2	1		<u>23</u>
Bowling	2	<u>2</u>	<u>2</u>		<u>2</u>
Cross Country	2	2	-		<u>2</u>
Flag Football	1	1	-		<u>1</u>
Golf	2	-	-		
Lacrosse	2	2	2		<u>4</u>
Tennis	2	-	-		
Water Polo	2	-	-		
Wrestling	<u>12</u>	<u>12(b)</u>	<u>12(b)</u>		<u>4</u>
Weightlifting	<u>12</u>	<u>12(c)</u>	<u>12(c)</u>		<u>4</u>
Cheerleading	1	1	1		2
Special Olympics	1 (ea)	-	-		

Athletic Management:		
Athletic Director	1	1 (9th grade)
Athletic Business Manager Asst. Athletic Dir	2	2
Athletic Trainer	3	3

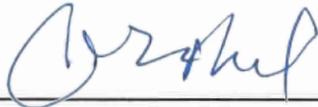
- (a): ~~One additional assistant coach will be added for boys and girls, where there is a freshman team. (It is not included in the total amount)~~
- (b): ~~Where there are 14 participants on the varsity and/or JV team~~
- (c): ~~Where there are 10 participants on the varsity and/or JV team~~
- (e): Additional units may be created based upon written justification and district-level approval

TENTATIVE AGREEMENT #1
Supplement Handbook High School Sports Position Allocation
November 21, 2023

STATUS: As of this 21st day of November, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

TENTATIVE AGREEMENT #2
Article XVI Salary
Salary Placement of Reemployed Retirees
November 21, 2023

ARTICLE XVI
SALARY

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~~

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

~~2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.~~

~~b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school teaching for which the employee received an effective performance evaluation or higher.~~

~~c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.~~

~~d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases~~

TENTATIVE AGREEMENT #2
Article XVI Salary
Salary Placement of Reemployed Retirees
November 21, 2023

- 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).

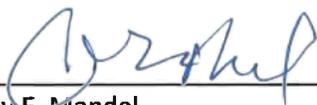
5. Former employees who are re-hired, ~~other than those who retired from the District,~~ shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.

STATUS: As of this 21st day of November, 2023, tentatively agreed to and closed.

TENTATIVE AGREEMENT #2
Article XVI Salary
Salary Placement of Reemployed Retirees
November 21, 2023

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

TENTATIVE AGREEMENT #3
Article V Dues Deduction
November 29, 2023

ARTICLE V
DUES DEDUCTION

- A. Effective July 1, 2023, the Board will cease deducting Association dues and uniform assessments from the salaries of the bargaining unit employees.
- B. If through a change in applicable law or a decision of a court of competent jurisdiction the Board can once again legally deduct Association dues and uniform assessments from the salaries of the bargaining unit employees, the Board will reinstate dues deductions and uniform assessments under the following terms commencing the beginning of the first pay period after receiving a written request to do so by the Association and the submittal of new dues authorization forms only if required by applicable law. The Board shall deduct Association dues and uniform assessments from the salaries of those employees who authorize the deduction of same in writing, pursuant to the following:
1. Authorization forms shall be personally or electronically signed by each employee requesting dues deduction.
 2. All authorization forms must be submitted by the Association to the Payroll Office.
 3. Dues deduction shall begin with the check for the first full pay period following receipt by the Board of the authorization form.
 4. The Board will deduct a prorated amount of the annual dues twice a month for ten months a year.
 5. In no event shall a deduction be made from the pay of an employee for any payroll period in which the employee's net earnings for that period, after other deductions, are less than the amount of dues to be collected.
 6. Authorization of dues deduction for an employee shall continue from year to year, unless the employee revokes his/her authorization.
 7. An employee may revoke his/her dues deduction by submitting notice on an authorized form to the Payroll Office. Such forms shall be available from the Association or the Payroll Office and will be processed within 30 days of submission.

TENTATIVE AGREEMENT #3
Article V Dues Deduction
November 29, 2023

C. General Provisions

1. Any change in the amount of Association dues subject to payroll deduction shall be certified to the payroll administrator at least 20 days prior to the effective date of change.
2. Dues shall be transmitted to the Association within one week of having been collected. As part of each District payroll, the Association will be provided a list of all employees on long-term leave, per its specifications.
3. Upon compliance by the Board with the specific requirements of this Article, the Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with dues deduction requests.
4. Collection of dues for employees terminating employment prior to deduction of total annual membership dues is the responsibility of the Association.
5. The Association recognizes that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.
6. The Association agrees that if at any time during the term of this Contract the Association is guilty of authorizing, causing, engaging in, or sanctioning any strike or other illegal work stoppage of any kind, the privilege of dues deduction and collection previously granted may be revoked during the remainder of the term of this Contract, but not beyond the following June 30.

STATUS: As of this 29th day of November, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:



Jeffrey E. Mandel
Chief Negotiator

For Orange County Classroom Teachers
Association:



Clinton McCracken
President

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

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 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.

- B. The Board agrees that the professional affiliation (as defined by Florida Statutes 447.301(1) - (3)) and private, personal life of any employee, including additional employment, are not within the appropriate concern or attention of the Board, provided that these do not impair the employee's effectiveness and performance as an employee in the school system.
- C. The Board agrees to comply with Florida Statutes as it relates to actions in tort for damages as a result of the negligent or wrongful act or omission of an employee while acting in the scope of his/her employment. The Board shall not be responsible or liable for the actions of an employee who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the employee relies on the Board for tort protection, the Board may exercise its right to settle any claim for damages brought against an employee in any manner the Board deems appropriate.
- D. The Board, upon request by an employee(s), may determine to provide legal services for employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the employee(s) pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision. Each determination of the Board to expend funds for legal defense of an employee shall be made at a public meeting, with notice pursuant to Section 120.595 Florida Statutes.

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

- E. Any employee who receives a complaint or suspects that a student has been physically, emotionally, or sexually abused by an employee shall be required to report immediately all such suspected cases of abuse or neglect. These employees shall have immunity from liability for such reporting in good faith, and shall be required to comply with follow-up investigations. For each calendar year beginning January 1, 1994, the District shall compile information on the number of investigations of abuse that have resulted in employees being put on relief of duty for that period and shall submit a report to the Association by February 15 of the following year. Such report shall include data relating to the date(s) of the incident(s), the length of the relief of duty, and the disposition of the case.

- F. No employee shall be required to make a statement upon being questioned relative to a school incident prior to seeking Association and/or legal counsel when the statement may, in the mind of the employee, be used against him/her in a civil or criminal action or state agency investigation. An employee who then refuses to provide such statements shall waive his/her right to legal protection provided by the Board, as set forth elsewhere in this Article. When an employee has requested the presence of the CTA Representative, administration shall provide coverage or schedule the meeting at a mutually agreeable time in order to ensure that the CTA Representative may attend a meeting with the requesting employee.

- G. The administrator shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety.
 - 1. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group during the performance of his/her duties, s/he shall immediately notify his/her administrator, in writing, as soon as possible, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent.

 - 2. The parties recognize that some employee job responsibilities may require home visits, and that travel into some geographic areas may cause concern in regard to an employee's safety. Employees are encouraged to work in teams where feasible, and to report any concerns to their administrator immediately. The parties also recognize that some employees whose jobs do not require home visits may make them on a voluntary basis.
 - a. The school social worker shall assess the need for a home visit intervention based upon the school's administrator's completion of a checklist which outlines steps to obtain address and contact information.

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

- b. Mobile communication devices shall be issued to school social workers. Social workers shall have the device in their possession during work hours.
- 3. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel to advise him/her of his/her rights, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
- 4. A prompt response shall be given to any emergency call made to the main office during the student day. A teacher may directly call 911 in a medical emergency.
- 5. Individual schools, through discussions between the administration and the 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.
- 6. When an employee has reason to anticipate a threatening situation that would be beyond what an employee is normally expected to resolve, the employee and the administrator shall develop communications or security measures appropriate to the situation.
- 7. It is recognized that an employee needs to be informed of a student's arrest or adjudication following the administrator's receipt of notice from the District, as provided by state law.
- H. Any interviewing of employees during the duty day as part of an internal investigation or by an outside investigative agency on the school campus shall be done in a setting affording privacy. Unless invited by the employee, school personnel shall not be present, except for the school administrator(s) and/or district level personnel who are conducting an internal investigation.
- I. Each employee shall have access in each school center to all School Board Policies, State Board of Education Rules, Florida School Laws and the Superintendent's Management Directives. Employees shall be kept apprised of any District media policy and copies shall be made available upon request. Copies of policies and rules for each individual school shall be distributed to each employee in the school. A copy of the supplement handbook shall be provided to each employee receiving a supplement, other than special duty and shall be made available to any other employee who requests it.
- 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 assault and/or battery or the

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

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.

- K. The Board agrees to maintain safe and healthful working conditions, including the provision of safety equipment. The District shall investigate complaints of harmful indoor air quality and take measures to reasonably accommodate employees if necessary. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention.
- L. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the Bargaining Team shall meet in an emergency session to bargain the impact.
- 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.
- N. When a student is identified as an exceptional education student or a student whose special needs are not being met in the classroom, it shall be the responsibility of the employee to request either an Educational Planning Conference or Educational Planning Team meeting to address the situation. This meeting shall take place within a reasonable period of time. The employee shall be kept apprised of actions taken to meet the student's special needs. When an Educational Planning Team meeting, staffing, or Educational Planning Conference is called, all teachers who work with the student shall be provided opportunities for written input and shall receive a copy of any plan written. If teachers are unavailable to attend such meetings due to conflicts in their schedule, they shall be provided the option to submit their input in writing and/or request to reschedule the meeting.
- O. A teacher shall be provided, a list of exceptional education and medically fragile students under his/her supervision. This information is for the teacher's use only and may not be copied, shared or displayed. Training of employees who perform invasive medical and other prescribed health services shall be done in accordance with Florida Statutes. Except in case of emergency, clean-up of students of a personal nature shall be done with the presence of another employee in the immediate vicinity.

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

- P. An employee shall be permitted to use necessary and reasonable force to quell a disturbance, to protect himself/herself or others from possible injury, to restrain a disruptive student or to protect personal property and district property, and such shall not be construed as corporal punishment.
- Q. An employee shall not be required to perform the following duties:
1. Ride buses except for field trips during the duty day or extracurricular activities.
 2. Clean instructional or work areas, such as bathrooms, floors, windows, or sinks on a daily or periodic basis.
 3. Move furniture and/or materials not personally belonging to the employee in and out of rooms or from one room to another.
 4. Transport students in a personal automobile.
 5. Accept gate duty.
 6. Work in the school clinic.
- R. No employee shall be requested to search for bombs.
- S. The Board shall continue to provide opportunities for CPR and AED training and certification.
- T. Creation of Materials
1. Title to patents and copyrights of materials or equipment developed on school time or utilizing school supplies are equally the property of the Board and the employee. Clear title shall vest in the Board if the employee, for any reason, terminates his/her employment. An employee changing work locations within the county may retain physical possession of such materials, with the approval of the employee's current administrator.
 2. Educational innovations and/or materials created by an employee during non-duty hours and utilizing his/her own supplies are the property of the employee, and the Board hereby waives the right to receive any royalties for any such development.
 3. Any materials or equipment created as a result of an employee's contractual obligations to develop such materials are the property of the Board.

TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

- U. The Board shall provide equipment and supplies to aide employees in the performance of their duties. No employee shall be required to provide personal property for school use. The Board shall not be responsible for loss of any property volunteered by an employee for school use.
1. All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.
- V. Each school shall provide:
1. Appropriate space for use as a non-student employee lounge.
 2. A room or private area for exclusive use by non-students during the duty-free lunchtime.
 3. A workroom for use by employees.
 4. Restroom facilities at each school for exclusive use by non-students.
 5. A desk, chair, computer and workspace will be provided for each employee. If the desk cannot be locked, the Board will provide the employee with another storage facility such as a filing cabinet or other area that can be locked.
 6. The use of a copier/printer. Access to a copier/printer and a private confidential area conducive to counseling and similar services shall be provided to school psychologists, social workers, speech therapists and other itinerant instructional personnel to meet with students.
 7. At least one outside telephone for use by the employees and other school personnel. The location of the telephone should be such that it affords as much privacy of conversation as possible. Such phones are not to be used for personal calls except in situations which affect the health, safety and welfare of the individual or his/her immediate family. The district shall continue to upgrade the telephone system.
 8. First aid supplies.
 9. Head lice shampoo when not provided by Workers Compensation.

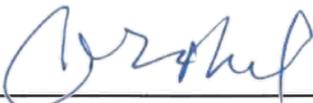
TENTATIVE AGREEMENT #4
Article VI Working Conditions
November 29, 2023

- W. Employees shall be responsible for maintaining at their school a current home address and telephone number where they may be contacted. The employee shall not be required to notify directly the Employment Services Department of any changes.
- X. Expenditures from a faculty fund, such fund having been created by contributions from employees, shall be at the discretion of the faculty.
- Y. Employees shall not be required to use their personal automobiles for work-related travel except for employees such as teachers who travel between campuses of the same school, teachers who are assigned to travel as part of their school's improvement plan, employees who serve more than one school per day, and itinerant and selected vocational teachers whose job regularly requires such use. Such teachers will be reimbursed mileage for travel from the first work location to other work locations during the day based on their documentation. The District shall provide procedures for implementation of mileage reimbursement travel for such employees.
- Z. Standardized Testing
 - 1. Teachers shall count and sign for standardized tests upon receipt. Upon return of the tests, the person designated to receive them shall count and verify by signature. A signed copy will be provided to the teacher.
 - 2. With respect to district assessments, students who are not testing shall not be in the same room as testing students. This shall not apply to students who have completed a test before the testing time ends.

STATUS: As of this 4th day of December, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

TENTATIVE AGREEMENT #5
Article XIV Duty Day
November 29, 2023

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-

TENTATIVE AGREEMENT #5

Article XIV Duty Day

November 29, 2023

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

- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.
- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle 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

TENTATIVE AGREEMENT #5
Article XIV Duty Day
November 29, 2023

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, at least 35 of which shall be contiguous.

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

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

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

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

1. In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute for another teacher, however, classified staff and non-classroom teachers should be used to cover classes prior to resorting to splitting classes.
2. The definition of emergency is a sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation. Examples include, but are not limited to, a sudden unexpected and severe medical event at school, or when a teacher has a family crisis during the school day requiring his/her immediate attention.

TENTATIVE AGREEMENT #5

Article XIV Duty Day

November 29, 2023

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.
 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.

TENTATIVE AGREEMENT #5
Article XIV Duty Day
November 29, 2023

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.
- 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.

TENTATIVE AGREEMENT #5
Article XIV Duty Day
November 29, 2023

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

TENTATIVE AGREEMENT #5

Article XIV Duty Day

November 29, 2023

- 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.
- 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.

TENTATIVE AGREEMENT #5
Article XIV Duty Day
November 29, 2023

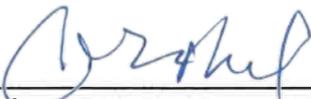
V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

W. A teacher may work remotely on non-student contact days upon mutual agreement with his/her administrator. Requests shall not be unreasonably denied. The administrator must provide the reason for any denial in writing.

STATUS: As of this 6th day of December, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

TENTATIVE AGREEMENT #6

Article XV Work Year

November 29, 2023

ARTICLE XV

WORK YEAR

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

TENTATIVE AGREEMENT #6
Article XV Work Year
November 29, 2023

student day on the following back to back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

- D. Beginning with the 2020-21 school year, a maximum of two (2) early release days per month shall be used at the sole discretion of the administrator. Remaining early release days shall be used for uninterrupted planning time after student contact time. Teachers will be provided a copy of the schedule during preplanning for the first semester and before winter break for the second semester.
- E. When it becomes necessary to close a school because of weather or for other reasons as deemed necessary by the Superintendent, the days lost shall be made up by extending the school year for that school, as determined by the Board, after consultation with the Association, without it being a violation of this Contract.
- F. Attendance at in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program. There shall be no mandatory in-service during the first or final day of preschool planning nor during post-school planning for school-based employees.
- G. Teachers who must prepare 504 and/or 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. A teacher may work remotely on non-student contact days upon mutual agreement with his/her administrator. Requests shall not be unreasonably denied. The administrator must provide the reason for any denial in writing.
- H. Any teacher transferred within the student year, or hired after pre-planning, shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.
- I. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

TENTATIVE AGREEMENT #6
Article XV Work Year
November 29, 2023

J. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, per their primary contract for the school year just completed, except as may be provided elsewhere in this Contract.
2. Employees shall be notified of the availability of extended employment opportunities one month before the end of their work year. The acceptance of extended employment is voluntary on the part of the teacher, and such acceptance signifies a commitment to the particular extended employment.
3. Beginning in the 2020-21 school year, JROTC teachers shall work 197 duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.
4. The athletic director shall be offered up to 20 days of extended employment and the period shall be mutually agreed upon between the administrator and the athletic director.
5. CRTs assigned to elementary schools or special centers may be offered extended employment of up to 20 days during the summer months.
6. Guidance counselors, school psychologists, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.
 - a. School Psychologists may be considered for summer employment for which they are qualified before others are hired.
7. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered extended employment for the summer months. If these secondary schools have a ninth grade center, the days used for the extended employment may be used between the teachers from the main campus and the teachers from the ninth grade center.
8. High Schools shall be given a total of five (5) days of extended employment for the athletic trainer (s) to cover athletic practices prior to pre-planning.

TENTATIVE AGREEMENT #6
Article XV Work Year
November 29, 2023

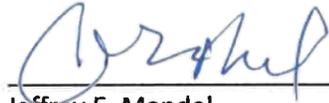
9. Summer School
- a. Regular employees shall be considered for summer employment for which they are qualified before others are hired. Such consideration first shall be given to those assigned to the school for the coming year. In post-secondary schools, if a course is continued during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.
 - b. Nothing herein shall prohibit mutually acceptable agreements between employees and administrators to divide these work assignments in an equitable manner.
 - c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.
 - d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.
- K. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:
1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
 2. Student contact time per day shall not exceed six hours and 15 minutes excluding passing time.
 3. Employees may take 22-minute breaks at their discretion, with the approval of the administrator.
 4. The on-site planning period shall be at least 30 minutes per day.
 5. Employees shall be paid at their hourly rate of pay.
 6. Sick leave shall be prorated on a 9.35 hour day

TENTATIVE AGREEMENT #6
Article XV Work Year
November 29, 2023

STATUS: As of this 6th day of December, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

TENTATIVE AGREEMENT #7
Appendix B Paid Holidays and Additional Vacation Days
November 29, 2023

APPENDIX B

PAID HOLIDAYS and ADDITIONAL VACATION DAYS

TEN AND ELEVEN MONTH EMPLOYEES

Holiday
Labor Day
Thanksgiving
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
Independence Day
Labor Day
Thanksgiving Holidays
<u>Christmas Day</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.

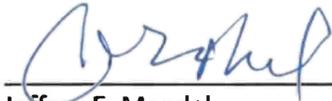
Note: The 2019-20 annual salary for school psychologists will remain the same as the annual salary for 2018-19 after adding the applicable salary increases awarded to all instructional employees.

TENTATIVE AGREEMENT #7
Appendix B Paid Holidays and Additional Vacation Days
November 29, 2023

STATUS: As of this 29th day of November, 2023, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

Memorandum of
Understanding (MOU)
for 2023-24

MEMORANDUM OF UNDERSTANDING #21
Health Insurance Premium Discount for 2024-25 Plan Year
March 6, 2024

The District declared impasse on August 23, 2023. Health Insurance changes for the 2024-25 Plan Year was one of the disputed issues. The special magistrate assigned to the matter recommended no change to the health insurance plan for the 2024-25 school year. The School Board of Orange County, Florida, conducted a special impasse hearing on March 5, 2024. Before questions and deliberations, the parties agreed to a resolution regarding health insurance premium and plan design for the 2024-25 school year. The School Board approved and imposed the resolution.

The parties agreed to implement the District's health insurance proposal for the 2024-25 plan year. As a part of the agreement, the parties agreed to a premium discount equal to \$4.4 million for the 2024-25 plan year. This premium discount expires at the end of the 2024-25 plan year.

The parties define the premium discount as the amount by which employee premiums are reduced and will be split among all bargaining unit employees.

To be eligible for the premium discount, the employee must be employed prior to July 1, 2024, and covered by one of the District's health insurance plans prior to July 1, 2024.

No later than July 30, 2024, the District shall provide the Union with health insurance enrollment data by plan and coverage tier for CTA bargaining unit employees hired before July 1, 2024. The parties shall use the enrollment data to calculate the discount on employee premium contributions for the 2024-25 plan year. The premium discount shall be the highest percentage discount that can be applied equally to the premiums of all employees enrolled in a District plan, costing a total of no less and no greater than \$4.4 million to the District. Upon determining the discount, the District agrees to pay for the discounted portion of the employee's premium contribution for the 2024-25 plan year.

If an employee eligible for and receiving the premium discount separates service for more than sixty (60) days during the 2024-25 plan year, s/he will no longer be eligible for the premium discount.

The District is funding the premium discount with nonrecurring funds.

This MOU expires September 30, 2025, except that it remains enforceable beyond that date.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Clinton McCracken
President

6/30/2024 Health Insurance Proposal. Current Employees hired prior to 07/01/2024

	2023/2024	6/30/24 • Proposed	2023/2024	6/30/24 Proposed
	Local Plus • Plan A		HRA • Plan B	HDHP w/HSA-Plan B^{tt}
work	Local Network		National Network with Out of network	
Mental Health Parity	Not Included	Included	Not Included	Included
Deductible (Individual/Family)	\$500/\$1,000	\$500/\$1,000	\$3,000/\$6,000	\$1,750/\$3,500
Coinsurance	20%	20%	20%	20%
Medical Out of Pocket Max	\$6,500/\$13,000	\$4,500/\$9,000	\$6,500/\$13,000	\$4,500/\$9,000
RX Out of Pocket Max	\$2,000/\$4,000	\$4,000/\$8,000	\$2,000/\$4,000	\$4,000/\$8,000
PCP/Specialist Copays	\$35/\$55	\$15/\$55	\$30/\$45*/\$65**	\$15"/\$30"/\$45"/\$65^{tt}
ER Copayment	\$400	\$400	\$400+ 20%	\$400
RX- Retail (30 days)				
Generic	\$9	\$9	\$9	\$
Brand - Preferred	10%, minimum of \$60	10%, minimum of \$60	10%, minimum of \$100	10%, minimum of \$60
Brand - Non-Preferred	10%, minimum of \$90	10%, minimum of \$90	10%, minimum of \$90	10%, minimum of \$90
Specialty	10%, minimum \$100	10%, minimum \$100	10%, minimum \$100	10%, minimum \$100
Midline/Virtual Care	\$10	\$0	\$10	\$0
Mental / Behavioral Health / Substance Use Disorder Inpatient Services	10% after deductible	10% after deductible	10% after deductible	10% after deductible
Mental / Behavioral Health / Substance Use Disorder Outpatient Services	Visits 1-5: No charge Visits 6-10: \$10 copay/ visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit
Out of Network Coverage	None	None	\$3,000/\$6,000; Coinsurance 70%/30%	\$5,000/\$10,000; Coinsurance 60%/40%
Annual- Board	\$9,289	\$10,555	\$9,289	\$10,555
Employee	\$0	\$545	\$525	\$1,172
Employee+ Spouse	\$3,522	\$4,754	\$11,837	\$14,690
Employee+ Child(ren)	\$705	\$1,387	\$8,504	\$10,706
Employee+ Family	\$4,227	\$5,596	\$14,947	\$18,406
Per Month (10 months)				
Employee	\$0	\$55	\$53	\$117
Employee+ Spouse	\$352	\$475	\$1,184	\$1,469
Employee+ Child(ren)	\$71	\$139	\$850	\$1,071
Employee+ Family	\$423	\$560	\$1,495	\$1,841
Per 20 check (20 checks)				
Employee	\$0	\$27	\$26	\$59
Employee+ Spouse	\$176	\$238	\$592	\$735
Employee+ Child(ren)	\$35	\$69	\$425	\$535
Employee+ Family	\$211	\$280	\$747	\$920

"Cigna Care Network (CCN) provider;
"" non-CCN provider

"t.employees can contribute :!,j,t50U for t.t.
coverage; or \$7,750 when covering
denendentis\

Orange County Public Schools (OCPS) - The District reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

6/30/24 Proposed Health Insurance Proposal. Current Employees hired prior to 07/01/2024.

	2023/2024	6/30/24 Proposed	2023/2024	6/30/24 Proposed
	OAPIN - Plan C		SureFit - Plan D	
work	National Network		AdventHealth/CVS	
Mental Health Parity	Not Included	Included	Not Included	Included
Deductible (Individual/Family)	\$400/\$800	\$400/\$800	\$300/\$600	\$300/\$600
Coinsurance	20%	20%	10%	10%
Medical Out of Pocket Max	\$6,500/\$13,000	\$4,500/\$9,000	\$5,500/\$11,000	\$4,500/\$9,000
RX Out of Pocket Max	\$2,000/\$4,000	\$4,000/\$8,000	\$1,500/\$4,000	\$2,500/\$5,000
PCP/Specialist Copays	\$30/\$55	\$15"/\$35^M/\$30"/\$65^{AA}	\$35/\$55	\$15/\$55
ER Copayment	\$400	\$400	\$400	\$400
RX- Retail (30 days)				
Generic	\$9	\$9	\$9	\$9
Brand - Preferred	10%, minimum of \$60	10%, minimum of \$60	\$60	\$60
Brand - Non-Preferred	10%, minimum of \$90	10%, minimum of \$90	\$90	\$90
Specialty	10%, minimum \$100	10%, minimum \$100	\$100	\$100
Mdlive/Virtual Care	\$10	\$0	\$10	\$0
Mental / Behavioral Health / Substance Use Disorder Inpatient Services	10% after deductible	10% after deductible	10% after deductible	10% after deductible
Mental / Behavioral Health / Substance Use Disorder Outpatient Services	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit
Out of Network Coverage	None	None	None	None
Annual - Board	\$9,289	\$10,555	\$9,289	\$10,555
Employee	\$525	\$1,172	\$0	
Employee+ Spouse	\$8,262	\$10,418	\$3,522	\$4,754
Employee+ Child(ren)	\$5,217	\$6,780	\$500	\$1,142
Employee+ Family	\$11,103	\$13,812	\$4,000	\$5,325
Per Month (10 months)				
Employee	\$53	\$117	\$0	\$0
Employee+ Spouse	\$826	\$1,042	\$352	\$475
Employee+ Child(ren)	\$522	\$678	\$50	
Employee+ Family	\$1,110	\$1,381	\$400	
Per 20 check (20 checks)				
Employee	\$26	\$59	\$0	
Employee+ Spouse	\$413	\$521	\$176	
Employee+ Child(ren)	\$261	\$339	\$25	\$57
Employee+ Family	\$555	\$691	\$200	

"Cigna Care Network (CCN) provider;
"" non-CCN provider

Orange County Public Schools (OCPS) - The District reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

	2023/2024	26/30/24 Proposed	2023/2024	26/30/24 Proposed
	Local Plus - Plan A		HRA - Plan B	HDHP w/HSA-Plan B
Work	Local Network		National Network with	Out of network Coverage
Mental/Health parity	Not Included	Included	Not Included	Included
Deductible (Individual/Family)	\$500/\$1,000	\$500/\$1,000	\$3,000/\$6,000	\$1,750/\$3,500
Coinsurance	20%	20%	20%	20%
Medical Out of Pocket Max	\$6,500/\$13,000	\$4,500/\$9,000	\$6,500/\$13,000	\$4,500/\$9,000
RX Out of Pocket Max	\$2,000/\$4,000	\$4,000/\$8,000	\$2,000/\$4,000	\$4,000/\$8,000
PCP/Specialist Copays	\$35/\$55	\$15/\$55	\$30/\$45*/\$65**	\$15"/\$30"/\$45"/\$65"
ER Copayment	\$400	\$400	\$400+ 20%	\$400
RX- Retail (30 days)				
Generic	\$9	\$9	\$9	\$9
Brand - Preferred	10%, minimum of \$60			
Brand - Non-Preferred	10%, minimum of \$90			
Specialty	10%, minimum \$100	10%, minimum \$100	10%, minimum \$100	10%, minimum \$100
Midlevel/Virtual Care	\$10	\$0	\$10	\$0
Mental / Behavioral Health / Substance Use Disorder Inpatient Services	10% after deductible	10% after deductible	10% after deductible	10% after deductible
Mental / Behavioral Health / Substance Use Disorder Outpatient Services	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit
Out of Network Coverage	None	None	\$3,000/\$6,000; Coinsurance 70%/30%	\$5,000/\$10,000; Coinsurance 60%/40%
Annual - Board		9 9	9 289	
	\$9,289	\$,96	\$,	\$9,969
Employee	\$0	\$1,759	\$525	\$1,759
Employee + Spouse	\$3,522	\$5,341	\$11,837	\$11,293
Employee+ Child(ren)	\$705	\$1,973	\$8,504	\$15,277
Employee+ Family	\$4,227	\$6,183	\$14,947	\$18,993
Per Month (10 months)				
Employee	\$0	\$176	\$53	\$176
Employee+ Spouse	\$352	\$534	\$1,184	\$1,129
Employee+ Child(ren)	\$/1	\$197	\$850	\$1,528
Employee+ Family	\$423	\$618	\$1,495	\$1,899
Per 20 check (20 checks)				
Employee	\$0	\$88	\$26	\$88
Employee+ Spouse	\$176	\$267	\$592	\$565
Employee+ Child(ren)	\$35	\$99	\$425	\$764
Employee+ Family	\$211	\$309	\$747	\$950

"Cigna Care Network (CCN) provider:
non-CCN provider

Orange County Public Schools (OCPS) - The District reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

Employees can contribute \$13,850 or t.t. coverage; or \$7,750 when covering dependents)

6/30/24 Proposed Health Insurance Proposal. For New Employees hired on or after 07/01/2024

	2023/2024	6/30/24 Proposed	2023/2024	6/30/24 Proposed
work	OAPIN - Plan C National Network		SureFit - Plan D AdventHealth/CVS	
Mental/Health Parity	Not Included	Included	Not Included	Included
Deductible (Individual/Family)	\$400/\$800	\$400/\$800	\$300/\$600	\$300/\$600
Coinsurance	20%	20%	10%	10%
Medical Out of Pocket Max	\$6,500/\$13,000	\$4,500/\$9,000	\$5,500/\$11,000	\$4,500/\$9,000
RX Out of Pocket Max	\$2,000/\$4,000	\$4,000/\$8,000	\$1,500/\$3,000	\$2,500/\$5,000
PCP/Specialist Copays	\$30/\$55	\$15 ¹¹ /\$35 ¹¹¹ /\$30 ¹¹ /\$65 ¹¹¹	\$35/\$55	\$15/\$55
ER Copayment	\$400	\$400	\$400	\$400
RX- Retail (30 days)				
Generic	\$9	\$9	\$9	\$9
Brand - Preferred	10%, minimum of \$60	10%, minimum of \$60	\$60	\$60
Brand - Non-Preferred	10%, minimum of \$90	10%, minimum of \$90	\$90	\$90
Specialty	10%, minimum \$100	10%, minimum \$100	\$100	\$100
Midlevel/Virtual Care	\$10	\$0	\$10	\$0
Mental / Behavioral Health / Substance Use Disorder Inpatient Services	10% after deductible	10% after deductible	10% after deductible	10% after deductible
Mental / Behavioral Health / Substance Use Disorder Outpatient Services	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit	Visits 1-5: No charge Visits 6-10: \$10 copay/visit Visits 11+: \$20 copay/visit
Out of Network Coverage	None	None	None	None
Annual Board	\$9,289	\$9,969	\$9,289	\$9,969
Employee	\$525	\$1,759	\$0	\$0
Employee+ Spouse	\$8,262	\$11,005	\$3,522	\$5,927
Employee+ Child(ren)	\$5,217	\$7,366	\$500	\$2,315
Employee+ Family	\$11,103	\$14,399	\$4,000	\$6,498
Per Month (10 months)				
Employee	\$53	\$176	\$0	\$0
Employee+ Spouse	\$826	\$1,101		\$593
Employee+ Child(ren)	\$522	\$737	\$50	\$232
Employee+ Family	\$1,110	\$1,440	\$400	\$650
Per 20 check (20 checks)				
Employee	\$26	\$88	\$0	\$0
Employee+ Spouse	\$413	\$550	\$176	\$296
Employee+ Child(ren)	\$261	\$368		\$116
Employee+ Family	\$555	\$720	\$25	\$325
	¹¹ Cigna Care Network (CCN) provider; ¹¹¹¹ non-CCN provider			

Letters of Understanding
(LOUs)
for 2023-24



445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

November 28, 2023

Mr. Clinton McCracken, President Orange County Classroom Teachers Association (CTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: Maintenance Request Tracking

Dear Mr. McCracken:

Pursuant to our discussions, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining with respect to a system for maintenance request tracking. The District and the Union mutually agree to the following:

- Within five (5) days of execution of this LOU, the District and the Union will identify committee representatives to include equal members of the District and the Union including the District's Senior Executive Director of Human Resources and the Union President to serve as co-chairs
 - Number of committee representatives will not exceed five (5) members for each party; the co-chairs are in addition to the five (5) representatives identified by the parties
 - Schedule meeting days/times between the parties
- The first meeting shall be no later than the week of January 15, 2024
- Meet to identify required elements of a maintenance request tracking system and accessibility for instructional personnel
- Based on the required elements and accessibility for instructional personnel, the District will launch a pilot program for implementation as soon as possible after the committee identifies the required elements of a maintenance request tracking system and accessibility for instructional personnel
- The pilot program will include a 30, 60, 120 day review process upon execution of a memorandum of understanding detailing the pilot program implementation
- This LOU expires June 30, 2027

Participation in this committee does not waive any bargaining rights for either party.

Regards,

Jeffrey E. Mandel
Chief Negotiator


Union

11/29/23
Date


District

11/29/23
Date



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November 29, 2023

Mr. Clinton McCracken, President
Orange County Classroom Teachers Association (CTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: Interpreter Services

Dear Mr. McCracken:

Pursuant to our discussion on November 29, 2023, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining with respect to the interpreter services working group. The District and the Union mutually agree to the following:

- Within five (5) days of execution of this LOU, the District and the Union will identify committee representatives to include equal members of the District and the Union including the District's Director of Labor Relations and the Union Bargaining and Evaluation Specialist to serve as co-chairs
 - Number of committee representatives will not exceed five (5) members for each party; the co-chairs are in addition to the five (5) representatives identified by the parties
 - Schedule meeting days/times between the parties
- The first meeting shall be no later than January 22, 2024
- Meet to discuss interpreter services needed by parents/legal guardians and the community
- Discuss strategies for providing interpreter services needed by parents/legal guardians and the community
- Prepare recommendations for review and evaluation by the CTA Bargaining Team by March 29, 2024
- This LOU expires June 30, 2024

Participation in this committee does not waive any bargaining rights for either party.

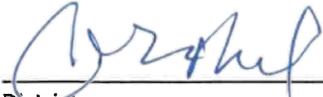
Regards,

Jeffrey E. Mandel
Chief Negotiator



Union

12-4-23
Date



District

12/4/23
Date



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December 4, 2023

Mr. Clinton McCracken, President
Orange County Classroom Teachers Association (CTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: Discussion and Clarification of Language Contained within Articles XIV and XV

Dear Mr. McCracken:

Pursuant to our discussion on December 1, 2023, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining with respect to discussion and clarification of language contained within Articles XIV and XV. The District and the Union mutually agree to the following:

- The parties agree for the Union President, Bargaining and Evaluation Specialist, Senior Executive Director of Human Resources and Director of Labor Relations to meet to discuss and clarify language contained within Articles XIV and XV
- The first meeting shall be no later than December 21, 2023
- Meet to clarify current contract language contained within Articles XIV and XV
- Prepare guidance regarding implementation of contract language for sharing with leadership
- Prepare recommendations for review and evaluation by the CTA Bargaining Team, if needed
- This LOU expires June 30, 2024

Participation in this discussion does not waive any bargaining rights for either party.

Regards,

Jeffrey E. Mandel
Chief Negotiator



Union

12-6-23
Date



District

12/6/23
Date



Orange County Public Schools

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March 6, 2024

Mr. Clinton McCracken, President
Orange County Classroom Teachers Association (CTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: Retention Supplement for 2023-24 Payout Method

Dear Mr. McCracken:

The School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion with respect to the payout method for the 2023-24 Retention Supplement. The District and the Union mutually agree to the following:

- The District paid the originally negotiated retention supplement amount to all eligible instructional personnel on January 17, 2024
- The District and CTA accepted the recommendation of the special magistrate to pay higher retention supplement amounts for 2023-24
- The special magistrate recommended the payout of the retention supplement on a biweekly basis
- Due to the timing of ratification , the District and CTA wish to change the payout method from biweekly to a single lump sum
- The parties agree that setting aside the recommended payout method in favor of a lump sum payment will not be used as precedent in any other matter involving the District and the Orange County Classroom Teachers Association
- This LOU expires June 30, 2024, except that it remains enforceable beyond that date.

Regards,

Jeffrey E. Mandel
Chief Negotiator



Union

3/11/24
Date



District

3/11/24
Date