

TENTATIVE AGREEMENT #1
Article XVI Salary, Appendix A Salary Structure for Performance Pay, Appendix
A-2 Supplement Schedule
June 23, 2022

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 ~~2021-22~~ **2022-23**, 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 \$100 for all personnel regardless of instructional practice score.~~
 - ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$200.~~
 - ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$400.~~
 - ~~4. The total salary increase shall be paid beginning with the first check after ratification of this Contract.~~
 - 1. There will be a cost of living adjustment of \$900 for all personnel regardless of instructional practice score.**
 - 2. Teachers with a summative performance rating of Effective shall receive an additional \$1,800.**
 - 3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,425.**
 - 4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.**

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B. Differential Pay

1. Supplement for Advanced Degrees

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

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- 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
3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
 4. Supplement Handbook
 - a. The Board shall publish and post a Supplement Handbook on the websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.
 - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.

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- c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
5. Additional Period Pay
- a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.
 - b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/197 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
 - c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
 - d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
 - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.

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- 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.
- 3) Class size requirements for the additional instructional period shall follow state guidelines
- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

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

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
- b. Teachers in post-secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
- c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.

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- C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher's primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
- D. In-service training and planning on a non-duty day will be compensated at a minimum of \$60 for a three hour day and \$120 for a six hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.
- E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.
- F. Method of Payment
 - 1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.
 - 2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.
 - 3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
 - 4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.

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5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
 6. Under normal circumstances, supplements will be included in the employee's regular payment.
 - a. Payment for high school winter sports will begin in November and for spring sports in February.
 - b. Payment for middle school sports will begin the month following the beginning of each sport season.
 - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
 7. Payments shall be generated in a manner that guarantees privacy.
 8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.
 9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.
- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

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

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

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1. Teaching Experience

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

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

- b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.
- e. Paid holidays shall be counted in computations which apply to credit for teaching.

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

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- d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
 - e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.
 - f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
 - g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee’s DD 214 by Employment Services.
3. JROTC
- a. It is understood the JROTC instructor will have retired from active military duty.
 - b. The following procedures shall apply to pay upon hire:
 - 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor’s branch of the military.
 - 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.

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

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

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APPENDIX A

Salary Structure for Performance Pay

<u>Open Range Schedule</u>	
<u>Minimum</u>	<u>Maximum</u>
\$47,500 <u>48,400</u>	\$95,650 <u>101,050</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

<u>Open Range Schedule</u>	
<u>Minimum</u>	<u>Maximum</u>
\$56,250 <u>57,150</u>	\$100,525 <u>104,338</u>

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APPENDIX A-2
SUPPLEMENT SCHEDULE

ADVANCED DEGREES SUPPLEMENTS

Masters: ~~\$3,342,340~~ **\$3,342,340**

Specialist: ~~\$5,127,224~~ **\$5,127,224**

Doctorate: ~~\$6,760,888~~ **\$6,760,888**

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

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

STATUS: As of this 23rd day of June, 2022, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Wendy L. Doromal
President

TENTATIVE AGREEMENT #2
Article III Grievance Procedure
June 23, 2022

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute involving a violation, misinterpretation, or misapplication of a provision(s) of this Contract. The grievance procedures set forth below shall be used for the settlement of said disputes.
- B. General Provisions
1. Only a member of the bargaining unit, a group of members of the bargaining unit, or the Association may file a grievance. Whenever the word "grievant" is used herein it may refer to any of the above.
 2. A grievant may have representation by the Association at any step of the grievance procedure. Representation by the Association shall include the right to speak and to present arguments and evidence on behalf of the grievant.
 3. Nothing in this Article shall be construed to prevent any employee from presenting at any time his/her own grievance, in person or by legal counsel, and having such grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract, and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
 4. Each written step in the grievance procedure shall be filed on a standard form as agreed to between the parties.
 5. The Association shall inform the Human Resources Department designee(s) of the grievance number, school and grievant's name when a written grievance is filed.
 6. The parties agree to attempt to resolve grievances at the lowest possible level, and shall present documentation and other needed information to that end.
 7. All grievance meetings, ~~including arbitration hearings,~~ shall be held on dates and times mutually agreed to by the parties. during the employee's duty day and within his/her work year, unless the parties mutually agree to hold such meetings at other times. No employee shall suffer loss of pay for attending such meetings as a witness or party to the grievance.

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Article III Grievance Procedure
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8. The parties agree that tape recording of any grievance meeting, other than an arbitration hearing, shall not be done without the express permission of all persons present.
9. Either party to a grievance shall be granted a three duty day extension at any step in the processing of the grievance, provided that party notifies the other party, in writing, prior to the date that the time period for that step would elapse. The time limits prescribed herein may be modified by mutual agreement of the parties.
10. Whenever illness or other incapacity of a party to a grievance prevents attendance at a grievance meeting, the time limits shall be extended to such time that the party can be present, except that the grievant may appeal to the next step if the designated administrator is incapacitated beyond ten duty days.
11. If at any step in the grievance procedure, no disposition is made within the time limits prescribed for that step, the grievant shall have the right to proceed to the next step. If the grievant fails to appeal to the next step within the prescribed time limits, his/her right to proceed with the grievance shall be waived.
12. If a grievance arises as the result of a condition which the administrator is without jurisdiction to resolve, the grievance shall be filed directly to the Human Resources Department designee(s), and placed at Step III of the grievance process and a meeting shall be held in an effort to resolve the matter, as provided for in Section C.3. of this article. Prior to scheduling the meeting, the written grievance shall be provided to the Human Resources Department designee(s), with a copy to the Association.
13. A grievant may withdraw his/her grievance at any step, but that same grievance may not be filed a second time, unless it is of a continuous nature.
14. If at any point during the processing of a grievance the grievant elects to seek resolution of a particular issue through a judicial or administrative agency proceeding, s/he shall waive the right to pursue only that particular issue through the grievance procedure.
15. The Board shall assure the grievant and any witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of a grievance in accordance with Florida Statute.

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16. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on the grievance. However, the final decision on the grievance shall be in accordance with Florida Statute.
 17. Any grievance pending at the time of expiration of this Contract shall be processed to completion, according to the provisions herein.
 18. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of the grievant, except those that operationally or statutorily are required to be reflected in the personnel file.
- C. Grievances shall be processed as outlined below. The employee may choose to have representation at all steps of the process.
1. Step I: Good Faith Discussion

If an employee feels s/he has a grievance, the employee shall first meet and discuss the matter in good faith with the administrator in an effort to resolve the matter informally. The employee may have representation by the site association representative or his/her designee. The request for the discussions shall take place within twenty (20) duty days after the employee knew, or should have known, of the incident which is the basis of the potential grievance. The discussion shall take place within six (6) duty days.

In the discussion, the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The employee may also present a solution. Verbal dialogue is encouraged and may continue over the next six (6) duty days, a resolution must be presented and agreed upon or the employee shall receive an explanation as to why the administrator believes the contract was not violated. Any resolution shall not violate the contract and shall be reduced to writing by the site association representation and signed by the administration.

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2. Step II: Written Grievance

Failure to reach an agreement or failure to respond in six (6) duty days will automatically move the grievance to Step III. The grievance form shall be obtained by the employee from the Association office or online at [link]. **The Association shall provide the grievance register number for the grievance to the grievant.** Changes to the grievance form shall be mutually agreed to by the parties.

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

The written grievance shall contain:

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

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

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3. Step III: District Level Hearing

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

4. Step IV: Mediation

If the grievant/Association is not satisfied with the disposition of the grievance from the District level hearing, the grievance may be referred to mediation. The grievant/Association and the District shall mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within six (6) duty days of the conclusion of Step III of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within three (3) duty days of the written request.

- a. Within six (6) duty days following the agreement of mediation, the grievant/Association shall notify the selected mediation service. The mediation conference shall be scheduled at a mutually convenient location and time.
- b. There shall be one designated spokesperson from each party at the mediation conference.
- c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.
- d. The presentation of facts and considerations shall not be limited to those presented at Step II of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

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- e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- f. Fees and expenses shall be shared equally by the parties.
- g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

5. Step V: Arbitration

If resolution is not reached through mediation or mediation is bypassed, the grievance may be submitted to arbitration. The grievant and his/her representative shall, within twenty (20) duty days after receipt of the decision of the Superintendent/designee, notify the District of the intent to submit the grievance to arbitration.

D. Arbitration Provisions

1. Within fifteen (15) duty days of its notice to the Superintendent, the Association shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven arbitrators who are qualified to hear public sector grievances or may jointly agree to set up a panel of arbitrators from which to make a choice. Upon receipt of the panel, the parties shall select, within twenty-one (21) calendar days, an arbitrator by the alternate striking method or other mutually agreeable method, and shall notify the FMCS of the arbitrator selected. The parties shall not be precluded from mutually agreeing on an arbitrator not on the panel.
2. If for some reason the arbitrator will be unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the FMCS to submit a new panel of seven arbitrators from which an arbitrator will be selected in the same manner.
3. Arbitration hearings shall be scheduled to be held on dates and times mutually agreeable to the parties and the arbitrator; however, the arbitrator shall have the ultimate authority to decide any unresolved issues relating to scheduling. This paragraph represents the entire agreement and supersedes any past practice with regards to arbitration scheduling within sixty (60) calendar days of selection unless the parties agree to extend the timeline or the arbitrator is unavailable within the timeline. All arbitration proceedings shall be conducted under and governed by the rules of the FMCS.

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4. The parties agree to accept the arbitrator's award as binding upon them.
5. The parties shall share equally the cost of arbitration.
6. Should either party request a stenographic transcript of the proceedings, then that party will bear the full costs for said transcript. If both parties mutually agree to a stenographic transcript, then the cost of said transcript will be divided equally between the parties.
7. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on issues submitted.

E. Power of the Arbitrator

1. An arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.
2. S/he shall have no power to rule on the substantive reasons of the Board not to reemploy an annual contract teacher, placement of an annual contract teacher on a fourth year of annual contract, or the decision not to continue any teacher in any extracurricular activity, provided that said reason does not amount to a violation, misinterpretation, or misapplication of this Contract. The arbitrator, however, shall have the power to rule on the procedural violations of the above.
3. S/he shall have no power to rule on an alleged violation, misinterpretation, or misapplication of School Board policy, provided that there was no violation, misinterpretation, or misapplication of this Contract.

STATUS: As of this 23rd day of June, 2022, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange County Classroom Teachers
Association:



Jeffrey E. Mandel
Chief Negotiator



Wendy L. Doromal
President