ARTICLE XVI SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of, this Contract and shall be retroactive to the beginning of the current school year. For school year 2017-18 **2018-19**, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

1. There will be an across the board increase of $550-$800 for all personnel regardless of instructional practice score.

2. Teachers with a summative performance rating of Effective shall receive an additional $1,100 **$1,600**.

3. Teachers with a summative performance rating of Highly Effective shall receive an additional $1,525 **$2,200**.

4. The across the board payment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.

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.

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3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.

b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher’s salary.

c. The advanced degree must be held in the teacher’s area of certification for teachers hired on or after July 1, 2011.

d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher’s primary contract school year, whichever is later.

2. Re-employment of retired teachers from the Florida Retirement System (FRS) or any other educational retirement system. This includes employees retiring under either the Defined Benefit plan or the Defined Contribution, or both, in FRS.

a. Salary Placement

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

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.

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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


   b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.

   c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.

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

5. Additional Period Pay

   a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.

   b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year’s salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year’s salary schedule/196 days in a teacher’s contract year/7.5 hours in a teacher’s workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school’s academic...
needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.

c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent’s designee.

d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:

1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.

2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.

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.

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b. Teachers in post-secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional $3,000 per year.

c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.

C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher’s primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.

D. In-service training and planning on a non-duty day will be compensated at a minimum of $60 for a three hour day and $120 for a six hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.

E. Summer session employment shall be paid at the teacher’s rate of pay per their primary contract for the school year just completed.

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.

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4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee’s choice, subject to regulations relating to direct deposit.

5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.

6. Under normal circumstances, supplements will be included in the employee’s regular payment.
   a. Payment for high school winter sports will begin in November and for spring sports in February.
   b. Payment for middle school sports will begin the month following the beginning of each sport season.
   c. Up to $100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.

7. Payments shall be generated in a manner that guarantees privacy.

8. Any payment which must be rewritten due to an employee’s absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.

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

G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee’s designated beneficiary or estate if no beneficiary has been designated.

H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee’s primary contract, in the fiscal year in which the verification is received.

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

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

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association 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.
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.

   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.

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association 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.
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.

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.

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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.

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.

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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 plus any applicable differential, or shall be placed on the new entry placement schedule, whoever 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 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.

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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.

A. 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-2
SUPPLEMENT SCHEDULE

2018-19 2019 - 20 ADVANCED DEGREES SUPPLEMENTS

Masters: $2,845  2,871    Specialist: $4,317  4,403    Doctorate: $5,693  5,806

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.

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## Pays to Join OCPS

### New Instructional Entry Placement Schedule

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**ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA)** – The Association 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.
# Pays to Stay at OCPS

## Appendix A-9

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APPENDIX C
HEALTH INSURANCE COVERAGE

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 8% 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:

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<th>Plan C (CAPIN)</th>
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<tr>
<td>Medical: $10,000 Individual/$20,000 Family</td>
<td>Medical: $10,000 Individual/$20,000 Family</td>
<td>Medical: $10,000 Individual/$20,000 Family</td>
</tr>
<tr>
<td>Pharmacy: Unlimited</td>
<td>Pharmacy: Unlimited</td>
<td>Pharmacy: Unlimited</td>
</tr>
</tbody>
</table>

* 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.

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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.

3. 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.

4. 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.

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>Plan A: Local Plus In-Network</th>
<th>Plan B: Open Access Plus HRA In and Out of Network Plan</th>
<th>Plan C: OAPIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care (PCP)</td>
<td>$20</td>
<td>$30</td>
<td>$25</td>
</tr>
<tr>
<td>Specialist</td>
<td>$35</td>
<td>$65</td>
<td>$45</td>
</tr>
<tr>
<td>Specialist CCN*</td>
<td>N/A</td>
<td>$45</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Cigna Care Network Specialist

5. For plan year 2018–2019 **2019 – 2020** the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a $40 charge for formulary drugs for a 30-day supply; and a $75 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 $60 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 2018–2019 **2019 – 2020** the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum $40 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum $75 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 $60 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.

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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 Plan A: Local Plus In-Network or Plan C: OAPIN.

6. Hospice treatment in network coinsurance shall match coinsurance amounts in the plans.

7. Second opinions are covered as outlined in the plan.

8. Emergency Room visits copayments are as follows:
   - HMO-like products Plan A and C: $300
   - PPO-like products Plan B $300 plus 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.

9. Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.
   - HMO-like products Plan A and C: $100
   - PPO-like products Plan B: $100 plus co-insurance

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.

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA) – The Association 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.
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. 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.

   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.

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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.

I. Employees who select an alternative to health insurance as set forth in Article XVII, Section B shall have the option of the following:

1. Beginning plan year 2018-2019, a disability program providing an eligible benefit (based on the teacher’s annual salary) not to exceed $1,500 per month and vision insurance.

J. 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 HIPPA regulations. Incentives shall be negotiated through the bargaining process.

K. A telehealth program will be offered through the medical coverage which allows members to access a physician either by phone or secure video to help treat non-emergency medical conditions. For all plans, there is a $10 copayment.
APPENDIX D
SICK LEAVE BANK

The Orange County Public Schools Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.

2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.

3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.

4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB.

5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.

6. Any member who wishes to discontinue membership in the SLB may do so during any enrollment period by submitting a SLB withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB at the end of the enrollment period.

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7. If the SLB cannot maintain a balance of at least 300 days after replenishment, it will be 
terminated when the total number of days has been exhausted.

8. Members shall not have to pay back in any manner the number of days used from the 
SLB except as outlined in the Abuse of Benefits section and the Eligibility for Benefits.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and 
determine the validity of claims against the SLB. The Sick Leave Bank Committee shall 
include health care professionals (two non-voting) from the plans in the Benefits Trust, 
the CTA president or and designee, the OESPA president or and designee, the Orange 
County Service Unit Executive Director and three two District administrators. Such 
determination shall be expedited in cases of extreme hardship.

a. Step 1: The initial decision is made by a designee(s) of the Committee and sent to 
the employee.

b. Step 2: If the claim of the member is denied, an employee may request, in writing, 
an appeal of the decision within five duty days of receipt of the denial. Such 
decisions will be appealed to the full Committee. The decision of the full Committee 
is final.

2. Quarterly reports of usage of the SLB shall be available to members upon request. A 
copy shall be provided to the Association and the Fringe Benefits Committee. The report 
shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 
duty days of absence within a thirty duty day period.

2. Subject to Section A.7. above, a member shall draw from the SLB up to a maximum of 
100 paid sick leave days per twelve-month period commencing on the first day of paid 
sick leave from the SLB. The lifetime maximum for any one illness, accident or injury 
shall be 100 days.

3. In the event a member draws a total of 100 days over any period of time from the SLB, 
such members shall reinstate their membership by re-establishing eligibility per section 
A.2.

4. Illness or conditions which were known to exist prior to an employee becoming a SLB 
member shall not be covered for the first twelve (12) months of membership.

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5. A member shall be eligible for the use of the SLB if the member is on Workers’ Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers’ Compensation.

6. The SLB will not provide benefits to those members having surgery which is not medically necessary as defined by the OCPS medical plans.

7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring a pregnancy to full term.

8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within twenty (20) workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2. above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.

9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.

10. The SLB shall not cover unauthorized leaves.

D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:

1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.

2. Any sick leave drawn from the SLB must be used for a member’s personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.

3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor’s statement on a form provided by the appropriate District department, attesting to the member’s extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to rendering a decision as to the number of days to be granted.

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4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the Sick Leave Bank Committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing the member shall be denied and /or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure; however, the arbitrator shall limit his decision as to whether or not the finding was justified. The decision shall not be split.

2. Proven abuse of the SLB shall result in permanent termination of membership from the SLB.

3. Alleged abuse of the SLB may be considered grounds for disciplinary action in accordance