

CONTRACT
Between
The School Board of
Orange County, Florida
and
Orange County Classroom
Teachers Association
2005-2006



Ratified August 25, 2005

<http://www.ocps.k12.fl.us/~hrd/contracts.htm>
<http://www.orangecta.org/pr02.htm>

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ARTICLE I RECOGNITION

- A. The Board hereby recognizes and acknowledges the Orange County Classroom Teachers Association, Inc., as the exclusive bargaining agent and agrees to negotiate with the Association's designated representative pursuant to the provisions of Chapter 447, Florida Statutes, for all certified non-administrative personnel as defined herein including employees on Board-approved leave of absence.
- B. The Association acknowledges and recognizes the School Board of Orange County, Florida, as the duly elected representative of the people of Orange County, Florida, and agrees to negotiate with the Chief Executive Officer or his representative pursuant to the provisions of Chapter 447, Florida Statutes.
- C. The bargaining unit shall be defined as set forth by the Public Employees Relations Commission in Case Number 8H-RC-754-1039, by the Florida Public Employees Relations Commission on the twenty-first day of May, 1975, and as mutually agreed to by the parties to wit:
 - 1. INCLUDED: All certified non-administrative personnel including the following: teachers, teachers-countywide, teachers-exceptional, teachers-gifted, speech therapists, teachers-specific learning disabilities, teachers-adult full-time, guidance personnel, occupational specialists, teachers-adult basic education, librarians/media specialists, deans, department chairpersons and compensatory education teachers, registered nurses and adjuncts/technical adult.
 - 2. EXCLUDED: All other positions of the Orange County Public Schools are excluded.
 - 3. The parties shall set forth in a memorandum of understanding to what extent the provisions of this Contract shall apply to registered nurses and adjuncts/technical adult.
 - 4. This definition shall be subject to PERC clarification of job titles and new job titles within the bargaining unit.
- D. Unless otherwise specified, terms used in this Contract shall be as defined in the Glossary of Terms which is incorporated into, and hereby made a part of this Contract.
- E. Any official notice between the Association and the Board required under this Contract shall be made by U.S. mail, by facsimile, or by hand delivery to a designated representative of the party.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agreed to implement a Collaborative Bargaining Process beginning with the 1998-99 fiscal year within the authority of Chapter 447 of the Florida Statutes and any appropriate rules and procedures. Salary and fringe benefits shall be automatically reopened each year, as well as any provisions imposed by the Board. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:
 - 1. Formal ratification votes on tentative agreements(s) by the parties shall be held at least once a year or as needed.
 - 2. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.
 - 3. Issues may be raised for consideration through an appropriate process at any time during the length of this ratified agreement.
- B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.
- D. This Contract may not be modified in whole or in part except by mutual written agreement.
- E. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.
- F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.
- G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the parties. The Board and the Association agree to share equally the cost of printing fifteen hundred copies of the current Contract for

distribution to new hires. The Board and the Association agree to explore new ways to distribute the Contract electronically. A link will be provided for each school to upload the contract on their LAN. The Association will be provided 500 copies of the full contract and in re-opener years be provided 150 copies of the full contract and two master CDs. In addition each school's media center shall be provided one copy of the full Contract. Such contract distribution shall be completed within six weeks of ratification.

- H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association's bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.
- I. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.
 - 1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.
 - 2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.
- J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties.
- K. Operating Procedures and Guidelines:
 - 1. The Collaborative Bargaining Leadership Team (CBLT) shall be composed of equal numbers of CTA members and District personnel.
 - 2. The CBLT shall participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.
 - 3. Define consensus as a status in which all members can support the decision and use consensus as the preferred decision making strategy in all decisions.

4. Operate as an open forum to identify, explore and resolve issues of importance to CTA and the District using District personnel as resources. The CBLT will solicit and value input from personnel affected by the outcome of the process.
5. All monies except for School Recognition Dollars allocated by the Legislature as “bonus” and/or “incentive money” for teachers may be subject to discussion by the Collaborative Bargaining Leadership Team before distribution.
6. The CBLT will establish committees and will receive, review and make final decisions on recommendations from appropriate committees. All decisions are to be supported by data from those committees. All committee meetings will be accurately recorded.
7. Communicate with employees through a variety of mediums.

L. Provisions to submit issues to the CBLT

1. Employees shall submit issues to the CBLT on the form as included in Appendix H.
2. Forms may be found at individual work locations or the Association office.
3. The CBLT shall determine the appropriate action to be taken and notify the submitting party of such action.

M. Committees of the CBLT

1. Committees shall be composed of equal numbers of CTA members and District personnel appointed by the CBLT.
2. Committees will receive and undertake activities to execute the specific charge from the CBLT.
3. Committees shall welcome employees who might be affected by the issue to attend and provide information as a resource. Committees may invite outside resources as necessary.
4. Committees shall identify potential solutions supported by data to be recommended to the CBLT.
5. Committees shall keep accurate records of all committee meetings.

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 Employee Relations Department 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 to present documentation and other needed information to that end.
7. All grievance meetings, including arbitration hearings, shall be held 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.
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 Employee Relations Department, 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 Employee relations Department, 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.
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.
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 in the following manner:

1. Step 1

If an employee feels s/he has a grievance, the employee shall first discuss the matter in good faith with the administrator in an effort to resolve the matter informally. This discussion shall take place within 20 duty days after the employee knew, or should have known, of the incident which is the basis of the

potential grievance. 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 administrator shall respond within six workdays of the meeting, and include an explanation as to why the administrator believes the contract was not violated.

2. Step 2

If the above action does not resolve the matter satisfactorily, the employee may file a written grievance within ten duty days following the administrator's response. The written grievance shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific section(s) of the Contract allegedly violated, and an explanation as to how the employee believes each cited section was violated. The grievance shall be filed with the administrator and copies shall be sent to the Employee Relations Department and the Association. A response shall be provided by the administrator, in writing, within six duty days from receipt.

3. Step 3

If the employee 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 duty days of the administrator's response, and include the scheduling of a meeting in an effort to resolve the dispute. The meeting shall include the grievant, his/her representative if requested by the grievant and a member of the Employee Relations Department. At this step, both parties shall present any evidence to substantiate their positions in the matter. Within six duty days of the meeting, the Superintendent/designee shall respond to the grievance.

4. Step 4

If the grievant and his/her representative are not satisfied with the response from Step 3, the grievance may be submitted to arbitration. The grievant and his/her representative shall, within 20 duty days after receipt of the decision of the Superintendent/designee, notify the District of the intent to submit the grievance to arbitration. Prior to the arbitration hearing, the parties may mutually agree to pursue a form of mediation to resolve the issue. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

D. Arbitration Provisions

1. Within 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 30 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. All arbitration proceedings shall be conducted under and governed by the rules of the FMCS.
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.

ARTICLE IV

ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to meet with employees, subject to the following:
1. Visits with employees shall not be permitted during student contact time or during a period of assigned duty.
 2. The representative(s) shall check in and out upon arrival and departure.
 3. The administrator will facilitate the visit by assigning a reasonable place for the Association representative to confer with employees.
 4. Upon request, the representative(s) shall have his/her presence announced by the posting of a notice on the bulletin board or over the intercom system, outside the student day. Such announcement shall include the location and time of the visit, and may be made by either the administrator or the site Association representative.
 5. Upon conclusion of any faculty meeting, the site Association representative shall be given the opportunity to make announcements relating to Association business. Continued attendance by employees shall be voluntary.
 6. The site Association representative may use the school's facilities for the purpose of conducting professional meetings during non-student contact times. Such meetings shall be arranged in advance with the administrator and shall not be unreasonably denied.
 7. The Association, with the administrator's consent, shall be permitted to use a school's facilities for holding meetings which include employees from other schools, provided such meetings are held outside the employee duty day and the Association bears the actual cost of such meetings.
 8. At the beginning of each school year, the Association will be provided a mutually agreeable time on the agenda during the district-wide orientation to speak to new employees.
- B. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater access rights than the Association.

C. Communications

1. The Association shall have the exclusive right to bulletin board space of at least nine square feet for the purpose of posting materials related to Association business, such as newsletters, Association programs, training, meeting notices and committee reports.
 - a. The Association may, at its own expense, provide an additional bulletin board for its exclusive use subject to the provisions contained in this Section.
 - b. The bulletin board space shall be located in an area mutually determined by the administrator and the faculty representative.
2. The Association shall be permitted use of employee worksite and electronic mailboxes.
3. The Association shall be permitted to use the courier service for maintenance of this Contract, subject to the following:
 - a. The Association office shall be placed on a service route for daily pickup and delivery, subject to the rules and regulations of the courier office.
 - b. The Association shall not use the courier for distribution of materials derogatory to the Board.
 - c. An average of one bulk mailing per week may be sent. Bulk mailings may be spot-checked for compliance with the above sections. Mailings not in compliance may be returned to the Association.
 - d. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by the Association's use of the courier. If the Board is notified officially of any such potential liability, the courier service shall be suspended until such time the matter may be resolved.
 - e. If the Association fails to comply with these provisions, the use of the courier may be suspended upon written notification. Any request for reinstatement of the courier shall be presented by the Association to the Board at a regularly scheduled meeting of the Board.
4. The Superintendent and the Employee Relations Department shall receive a copy of all materials to be distributed district-wide. The administrator shall receive a copy of all materials to be distributed in the school.
5. The Association will provide each site administrator the name of the CTA Association Representative at his/her school within six weeks of the beginning of each school year. Notification will be given of any changes throughout the year.

D. Association Leave

1. The Board agrees to release the duly elected president of the Association from his/her regular duties to serve as CTA president for the term of his/her presidency and to serve as fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges, provided the Association reimburses the Board 100% of any and all sums paid to or on behalf of said president. The president shall return to the school previously assigned at the end of the term of his/her presidency. The president shall not earn annual leave, nor be covered by the Board's Workers' Compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president and seniority shall be accrued during said leave. The president may transfer any unused sick leave days accrued as president, provided daily attendance is documented by the CTA president during the period served as president. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately.
2. The Association shall be granted up to 85 days of leave per fiscal year for use by its members. No one employee may use more than five of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent.
3. Site Association representatives and members of the Association's Board of Directors shall be allowed to leave school at the end of the student day for up to three regularly scheduled meetings per month.

E. Information

1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present. Copies of said materials, if requested, shall be provided at cost, or as specified elsewhere in this Contract.
2. Three sets of computer printouts per school year of employees and a listing of all employees new to the District shall be provided at no cost per the Association's specifications, provided such is available in the format requested.
3. The parties agree to explore the use of electronic media as a means of improving communications.
4. The Association shall be provided a copy of each Board agenda packet at the time of distribution to the Board. An effort shall be made to notify the Association regarding any new item added to the agenda which directly impacts the employees and the Association.

5. The Association shall receive a copy of all materials for general distribution which pertain to employees and to this agreement. Confidential items related to collective bargaining are exempt from this provision. In addition, the Association shall receive copies of all Board publications and an official copy of School Board policies and any revisions of such.
- F. The Superintendent and the Association president shall meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.
- G. The Association shall be allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda, and supplied copies of materials distributed to the trustees.
- H. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.
- I. The Association shall have the opportunity to provide input prior to any recommended revisions of the district grading policy, attendance policy, and/or Code of Student Conduct.
- J. Mutual Agreements
 1. Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B. If the Board anticipates scheduling the end of the first semester at any time other than at the end of Winter Holiday, and/or scheduling the Spring Holiday at any time other than between the third and fourth marking periods, the parties shall meet for the purpose of impact bargaining such change(s).
 2. Before any changes are made in the Supplement Handbook, the Association shall be notified. Upon request by the Association, the parties shall meet to negotiate such changes.
 3. The parties agree that selected forms, which are identified in this Contract and required for its maintenance, shall be agreed to and attached to a memorandum of understanding.
- K. The District agrees to make a reasonable effort to notify the Association as soon as feasible before changing any school to or from year-round, prototype or charter school status.
- L. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within 30 days of submission. The request will be judged upon its merits. Denial shall be accompanied by a written reason. Any component submitted by the Association shall be required to meet the

established standards for inclusion in the District In-service Master Plan. An employee conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Schedule and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Council.

M. Committees and Task Forces

1. Standing Committees

The Collaborative Bargaining Leadership Team has established standing committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees are as follows:

- a. Finance and Compensation
- b. Supplements
- c. Assessment
- d. Human Resources
- e. Compliance/Charter District waivers
- f. Calendar

2. Joint Committees

- a. The parties agree to continue a joint fringe benefits committee to discuss current insurance coverages, review alternatives to the current coverages, recommend improvements in the current plan, review and recommend changes in third party administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.
 1. The committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.
 2. The committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The committee shall have no power or authority to agree to any changes in insurance that would require negotiations.
 3. Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the committee.

- b. The parties agree to continue a joint safety committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.
- c. Recognizing the importance of providing adequate coverage for teachers who are absent, the parties agree to establish a joint committee for the purpose of identifying ways of providing better substitute coverage
- d. The Career and Technical Education Task Force shall study, review, and make recommendations regarding the restructuring of post-secondary vocational, technical and adult education. The task force shall be composed of equal membership from the administration and the Association. The Board and Association agree to provide the necessary support to the committee activities. Any recommendations concerning contract changes necessary to address issues identified by the task force shall be presented in a report and made available to both parties' bargaining teams by March 30 of each year.
- e. Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.
- f. A budget committee shall be established jointly with the District including representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee.

ARTICLE V

DUES DEDUCTION

- A. 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 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.

B. 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.

ARTICLE VI

WORKING CONDITIONS

- A. An employee shall not be discriminated against because of race, color, creed, sex, national origin, age, handicap or marital status. In addition, the parties recognize that sexual harassment detracts from a professional and comfortable working environment. As such, the parties agree to work together toward the elimination of discrimination and sexual harassment from the work place.

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 Office of Equal Employment Opportunity 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 120.53(1)(d), Florida Statutes.
- 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, except that 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.
- 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 descriptions 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.
 - 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.
 - 5. Individual schools, through discussions between the administration and the faculty 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 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 of \$250. 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. 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.
- M. 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.

- N. A teacher shall be provided, upon request, a list of exceptional education and medically fragile students under his/her supervision. 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.
- O. 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.
- P. 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 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.
- Q. No employee shall be requested to search for bombs.
- R. The Board shall continue to provide opportunities for CPR training.
- S. 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.
- T. 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.
- U. Each school shall provide:
1. Appropriate space for use as an 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 and workspace 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. Typing and duplicating facilities.
 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.
- V. 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 Personnel Department of any changes.
- W. Expenditures from a faculty fund, such fund having been created by contributions from employees, shall be at the discretion of the faculty.
- X. 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.

- Y. 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.

ARTICLE VII

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Teachers shall have freedom in the implementation of the adopted curriculum, including the right to select materials and engage in classroom discussions as they relate to the subject matter being taught and the level of the student. The administrator has the right and obligation to question, consult, and direct whenever necessary.
- B. A teacher may express his/her own opinions in regard to political, social, and religious issues provided that the total presentation is essentially balanced and fair. S/he shall not use his/her professional contacts with students to impose upon them his/her personal convictions or those of any other individual or group.
- C. Teachers shall be responsible for determining students' grades and promotions pursuant to district-wide policies. Any administrative change in a grade or promotion shall not be made without attempting prior consultation with the teacher. If such a change is necessary, the administrator shall initial the change on the student's permanent record and indicate if the change was made without the teacher's agreement.
- D. Teachers shall assist in the selection of textbooks and teaching materials both on a District-wide and school-wide basis.
 - 1. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses s/he teaches. A teacher shall be provided with a copy of the textbook, teacher guide and activity manual and, to the extent feasible, any supplemental materials which are used in each of the courses s/he teaches.
 - 2. A teacher may purchase materials and supplies for school use with the prior approval of the administrator.
- E. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.
 - 1. Within the first ten duty days of each school year, each teacher shall be provided with a copy of the Orange County Code of Student Conduct and any additional disciplinary plan which may have been developed for his/her school.
 - 2. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem

when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher in a timely manner, and the status of the referral shall be provided upon request.

3. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.
 4. In Accordance with F.S. 1003.32 (4) a teacher may suspend a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action.
 5. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (5) (6). At least two of the teacher members of the committee shall be elected by the faculty and one teacher member must be appointed by the teacher referring the student to the Committee.
 6. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.
 7. Upon re-entry to school, an expelled student whose conflict was with a teacher shall not be returned to that teacher's class, except under unusual circumstances.
- F. Teachers may not release students to non-school personnel including parents, without authorization from the administrator. If the teacher makes a reasonable effort to prevent an unauthorized removal of a student s/he shall not be subject to disciplinary action.
- G. A teacher shall report to the administrator any student s/he believes has a contagious or infectious disease or head lice. Students with head lice, pink eye, or impetigo shall not be returned to class until they no longer present a health threat. Teachers shall not be required to check for the existence of head lice.
- H. After assigning a teacher to teach in a re-locatable classroom and prior to the first class session, the Board shall furnish that re-locatable classroom with standard features of a permanent classroom. Such features shall include chalkboards, proper lighting, climate control, desk for both students and teacher, and other equipment

that a teacher might reasonably expect in a permanent classroom to aid in the performance of his/her duties.

- I. Both parties agree that interruptions of the instructional period are sometimes necessary, but the administrator will attempt to keep such interruptions to a minimum. However, no visitations to a teacher's class except by school system personnel shall be allowed until the teacher has been notified of the visit and purpose in advance. If the visitor(s) might be subjected to a safety hazard, access shall not be permitted without approval of the administrator and notification of the teacher in advance of the visit.

Parents/patron visitations shall be scheduled at mutually agreeable times between the parent/patron and teacher subject to prior approval of the principal.

- J Any openings in the administrative pool shall be posted. Such postings shall include information describing the application process and be far enough in advance to allow for the completion of that process.
- K. The Board may provide garments for special subject teachers such as shop and art. The Board shall provide without cost to the teacher such special clothing, equipment and devices as may be required by State Board of Education Rules and Florida Statutes.
- L. Teachers shall be expected to dress in a manner which is professional and appropriate to their work assignments.

ARTICLE VIII
CONTRACTS, CERTIFICATES AND
OTHER CONDITIONS OF EMPLOYMENT

- A. Except as otherwise provided in this contract, all bargaining unit teaching positions shall be filled with annual, professional service, or continuing contract teachers.
- B. The Board shall issue individual contracts to each teacher. The individual contract shall be signed by the teacher within 20 duty days of its issuance and shall be returned to the Personnel Department. If any individual contract contains any provision inconsistent with this Contract, this Contract shall be controlling.
- C. The following types of contracts shall apply to non-tenured teachers:
 - 1. Annual contract:
 - a. The teacher has a valid Florida or District teaching certificate and was hired to teach in-field by the first student day of the second semester.

- b. Temporary contract teachers may be offered an annual contract if all the following conditions are met:
 - A certification application has been evaluated and deemed eligible by the DOE
 - A fingerprint card has cleared
 - A personal check has cleared
 - Hired to teach in-field by the first student day of the second semester
 - Not taking the place of a teacher on leave
 - Are waiting issuance of a certificate from the DOE
2. Temporary contract - The teacher does not otherwise qualify for employment under an annual or professional services contract, or initially is hired into a position which is based upon local, state and/or federal project, grant or categorical program money awarded for a specific period of time. It is understood that there shall be no further expectation of employment upon expiration of the temporary contract. The following types of temporary contracts shall be used:
- a. Entry contract - The teacher neither has, nor has qualified or applied for, a teaching certificate. This contract is valid for 40 days only.
 - b. Interim contract - The teacher has a Florida or District teaching certificate, is teaching in-field and is replacing a teacher on leave of absence, or was hired after the first day of the second semester for a regular position.
 - c. Provisional contract - The teacher does not have a Florida or District certificate, but a district evaluation indicates that the teacher will be eligible for a certificate, and the teacher has evidence that a completed application for a certificate has been submitted. If all conditions of an annual contract are met, the teacher's contract status shall be changed to an annual contract.
 - d. Out-of-field contract - The teacher initially was hired into and is currently teaching in a position for which s/he is not certified.
- D. Annual, professional service, or continuing contract teachers who accept out-of-field assignments, or assignments held by teachers on leave, shall retain their contract rights.
- E. Annual contract teachers shall be considered each school year for reappointment for the subsequent school year.
- 1. The teacher shall be notified, in writing, by his/her administrator if s/he will or will not be recommended to the Superintendent for re-nomination for the subsequent year within the timelines set forth in the Florida Statutes, but in no event later than May 1.

2. Any teacher not recommended for a re-nomination shall be notified in a private setting and, upon request, shall be provided in writing, within ten days, the reason(s) for the non re-appointment.
 3. Any recommendation of a teacher by an administrator shall be contingent upon effective performance and an allocation for the subsequent school year, and be in accordance with section K of this article.
 4. The Personnel Department will compile a list of those teachers not recommended for re-nomination for reasons other than performance. A copy shall be sent to schools with vacancies. The Personnel Department shall assist these teachers by identifying positions for which they are certified and qualified.
- F. A teacher who is otherwise entitled to a professional service contract may be retained on annual contract for a fourth year of employment in the manner prescribed in Florida Statutes, by May 1.
- G. The Board shall provide a professional service contract where applicable to a teacher as prescribed in the Florida Statutes.
- H. A professional service contract shall be effective at the beginning of the fiscal year following the date on which evidence of completion of all the requirements are submitted to the Personnel Department, and shall be renewable each year as prescribed in Florida Statutes.
- I. The Board may issue a professional service contract where applicable, at any time to a teacher, provided such teacher has previously held a continuing contract or a professional service contract of a continuing nature in the same or another district within the state and has been assessed in his/her current contractual status. There shall be no additional designated waiting period restrictions. If a teacher is not recommended for such a contract where applicable under this provision, s/he shall be given the reason(s), in writing, if s/he requests the same in writing.
- J. Every teacher shall provide to the Personnel Department a valid Florida or District teaching certificate, or evidence of having qualified and applied for one within 40 duty days following initial employment, except as provided by Florida Statutes. The Board shall notify each new employee of this requirement upon employment. It shall be the responsibility of the teacher to maintain a current valid certificate. Each teacher shall ensure that a copy of his/her current valid certificate is on file in the Personnel Department.
- K. Any recommendation for reappointment of an annual contract teacher, or any recommendation for professional services contract, shall be conditioned upon the teacher presenting a valid certificate or providing evidence of having qualified and applied for one by June 30. By October 1, the Personnel Department shall notify, in writing, each teacher whose certificate is expiring at the end of that school year.

- L. A teacher who qualified for a certificate on the basis of non-academic preparation shall be entitled to contractual rights and privileges granted other teachers holding an equivalent certificate, however, such teacher may not be assigned to render instruction to students in an academic class or program.
- M. For purposes of this Contract, the standard vocational certificate shall be equivalent to the certificate held by a teacher with a bachelor's degree; the advanced vocational certificate shall be equivalent to the master's degree.
- N. The Board shall provide a record of in-service points earned for certificate extension to each teacher at least twice during each school year. A teacher may request in-service points for participation in training designed to enhance a teacher's competency. If the training has not been previously approved, the teacher may submit a written request to the Office of Training and Development for approval. The record shall include approved in-service courses, and when feasible, in-service hours earned but not approved for credit.
- O. Teachers shall be informed of ESOL requirements and shall be provided opportunities to earn mandated ESOL endorsement through in-service programs. Teachers whose certificates expire in the current year shall be given placement priority. In-service opportunities shall be afforded at a variety of times and locations. The district will provide several options of training for teachers required to take the 60 hour training. In the event that these non-ESOL teachers are required to take training in excess of 60 hours, the parties agree to meet to impact bargain this matter.
- P. New employees shall provide a health and physical fitness certificate on a form prescribed by the Board. The completed form must be submitted within 15 duty days following initial employment.
- Q. No employee shall be required to work nights or weekends or to accept assignments for which supplements are paid, as set forth in Appendix B, as a condition of employment except as specified elsewhere in this Contract.
- R. No teacher shall be required to supervise interns as a condition of employment.
- S. A teacher shall not terminate his/her employment without first being released from his/her contract of employment with the Board.
- T. The first ninety-seven (97) days of a teacher's initial contract are a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract as per Florida Statute 1012.33 (1)(b).
- U. A PSC/CC teacher may be placed on performance probation for ninety (90) calendar days upon notice of unsatisfactory performance as per Florida Statute 1012.34 (d)(2)(a).

ARTICLE IX
ASSIGNMENT AND TRANSFERS

- A. Employees shall be assigned by the Superintendent to positions which fit their preparation, certification, experience and aptitude.
- B. A teacher shall not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificate.
- C. Teachers shall receive notice of their tentative teaching assignments on or before the first day of traditional calendar post-planning. It is expressly understood that such assignments are only tentative and may be changed for reasons relating to changes in school-wide or class enrollment, the addition or reduction of educational services at the school, changes in staffing, or vacancies.
 - 1. If changes are required, the teacher shall be notified of the new assignment, and the reason for the change, as soon as feasible. An opportunity shall be provided for the teacher to discuss the change.
 - 2. The teacher may request an alternate assignment.
 - 3. Involuntary changes in assignment at the work-site shall not be made in a punitive manner.
- D. Guidance personnel and CRTs within a school should be utilized fully in programs that are student oriented.
- E. When an employee is hired to replace someone on long-term leave, the following shall apply:
 - 1. Such temporary employees shall be members of the bargaining unit and shall be issued temporary interim contracts or placed on temporary employment status.
 - 2. It is understood that the temporary employment shall be for a specified period depending on the length of the leave and there shall be no further expectation of employment beyond the time specified.
 - 3. If the employee who took the leave of absence does not return to duty upon the expiration of that leave, the temporary employee shall have no expectation of being recommended to fill the position. The administrator shall not be precluded from recommending a temporary employee for regular employment.
 - 4. The temporary employee may reactivate his/her application for employment upon completion of the temporary assignment.

F. When the superintendent temporarily assigns an employee to a special project, the employee's regular position shall be treated as if s/he were on a long-term leave of absence for purposes of this article.

G. The following provisions shall apply to the transfer of teachers:

1. Two teachers may voluntarily change schools upon recommendation of the administrators involved and with the approval of the Superintendent.
2. Any voluntary transfer of a teacher out of a non-Title I school after three weeks prior to his/her preplanning shall require mutual agreement of both administrators.
3. Any voluntary transfer of a teacher out of a Title I school after four weeks prior to his/her preplanning shall require mutual agreement of both administrators.
4. A teacher seeking a voluntary transfer out of a school utilizing split or irregular shifts, or a prototype, charter or year round school may be interviewed for vacancies prior to and/or during the time involuntary transfers are being assigned. If vacancies exist for which the teacher is certified and/or qualified, s/he shall be offered a position prior to the assignment of other voluntary transfers or new hires. If the teacher declines such offer, the Board shall have no further obligation to transfer the teacher.
5. In staffing new schools, consideration shall be given to employees working in schools from which students are being reassigned.
6. An employee may be involuntarily transferred to another school at any time provided written notice is given to the employee at least five duty days prior to the effective date of the transfer. If at least 14 days remain prior to the start of the work year, the employee shall be provided a minimum 14-day notice. Such transfer shall be for the following reasons:
 - a. District-wide changes in the organization of the school system.
 - b. Decreasing enrollment in the employee's school.
 - c. Reduction of educational services at the employee's school.
 - d. Maintenance of court required ratios.
7. When involuntary transfers become necessary, the administrator shall meet with the affected department(s)/program(s) to seek volunteers, Volunteers will be selected, based upon greatest seniority. If there is an insufficient number of volunteers, the selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: contract type, degree, selection by lot.

8. The Superintendent may preclude a volunteer from transferring.
 9. If a teacher who has been identified for transfer has certification in two or more areas, s/he may designate which instructional area will be the determiner of certification, provided s/he has taught within the designated subject area(s) within the past ten years and there are district vacancies within the designated area(s). These provisions shall not apply beyond the 15th day of student attendance.
 10. Any area of certification:
 - a. If a vacancy occurs in a position for which any area of certification may be utilized, teachers at the school with the vacancy may be considered for the vacant position.
 - b. If a position utilizing any area of certification is cut, and there are no vacancies at the school within the teacher's area(s) of certification, the teacher occupying the position shall be placed on the involuntary transfer list, if otherwise eligible in accordance with Article VIII.
 - c. It is understood that filling a position utilizing any area of certification does not in and of itself, constitute an area of certification and Article IX, Section G.8 (above) shall not apply to these situations.
 11. The provisions of Sub Sections 5. and 6. above notwithstanding, annual, professional service or continuing contract teachers who have indicated in writing their desire to remain in an out-of-field assignment and their intention to meet the requirements to do so, but who do not meet such requirements, may be involuntarily transferred based upon their in-field certification, regardless of seniority.
 12. The Association recognizes the Superintendent may involuntarily transfer an employee. Such transfers shall not be done in a punitive manner. Those employees transferred by the Superintendent shall be provided the reasons in writing in a formal setting prior to the transfer.
- H. The District and the Association will meet by January 15 to discuss timelines for the following procedures:
1. Administrators will identify and notify employees for involuntary transfer.
 2. Personnel will develop a district-wide involuntary transfer list and vacancy list.
 3. A list of vacancies will be provided to the affected employees
 4. A period of time will be designated for affected employees to interview and/or be assigned to vacancies. Involuntary transfers shall be placed in positions within their areas of certification where such vacancies exist.

5. When at least 80 percent of the involuntary transfers have been placed, a minimum of two weeks will be designated for voluntary transfer(s). A list of job postings will be forwarded to the schools and will be available to employees from the Personnel Department.
 6. The provisions in Section 5. above shall not apply to subject areas or disciplines in which unassigned teachers are not certified, provided the total number of vacancies in the District exceeds the number of teachers on the involuntary transfer list.
 7. It is anticipated that the process of assigning the employees described in Section 5. above shall be completed prior to the first day of post-planning. If the above timelines cannot be met due to a need to delay notification of allocations or because the number of employees being involuntarily transferred is too great for the coming year, the parties shall mutually determine and reduce to writing, a memorandum of understanding outlining new timelines for implementation of transfers for that year.
- I. Nothing herein shall preclude members of the same family being assigned to the same school, provided that they shall not be assigned in direct line of supervision. If, as a result of employment, transfer or promotion of an employee's family member, or the transfer of an employee results in a violation of this provision, reassignment or transfer of the affected employee shall be made without violating the provisions of this Article.
 - J. Vacancies in bargaining unit positions, listed on the OCPS Web Site, shall be available to all employees.

ARTICLE X

ASSESSMENT

- A. The overall purpose of assessment shall be to improve the quality of instruction in compliance with the mandates of State Regulations regarding the assessment of the performance of instructional personnel.
- B. Observations and assessments shall be in accordance with the following provisions:
 1. Forms and procedures for assessment shall be as set forth in an instructional personnel assessment procedures manual, which shall be used for all observations and assessments. This manual shall be distributed to all teachers during the first three weeks of each school year. Each teacher will be advised as to who will observe his/her performance prior to any formal observation. Upon the request of the teacher, the observer shall conduct an individual conference with the teacher prior to the observation.

2. The assessment of a teacher's performance is the responsibility of the administrator.
3. Any formal observation or assessment of a teacher will be recorded on the applicable data collection form(s) and assessment report(s).
4. Each teacher on a continuing or professional service contract shall be assessed prior to May 1 of each year.
5. A teacher on a continuing or professional service contract may elect to participate in a professional growth plan in lieu of a classroom observation. When a professional growth plan is selected as the method of assessment, the plan shall be related to the assessment form or the school's improvement plan, and be jointly agreed upon between the administrator and the teacher.
6. Each annual contract teacher on duty prior to the close of the first nine weeks of school shall be formally observed at least twice prior to annual assessment. Annual contract teachers reporting to duty after that time shall be formally observed one or more times prior to assessment. The first observation shall occur between the fourth week of duty and the close of the first semester. The second observation shall occur between December 1 and April 1, provided that both of the formal observations required for assessment shall not be completed during December. The annual assessment shall be made prior to recommendation by the administrator concerning reappointment.
7. The assessment cycle shall be from the time an annual assessment is completed in accordance with Sections 4. and 6. above, until a subsequent assessment is completed the following year.
8. Less than satisfactory performance shall be addressed through the use of a professional improvement plan, if applicable. It is recognized that the use of such plans is generally more applicable to CC/PSC teachers and to performance-related, rather than conduct-related, matters. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
9. If matters arise which may result in an "Ineffective" on a teacher's assessment report the administrator shall formally discuss these concerns with the teacher within a reasonable time prior to the assessment. This discussion could occur during an observation conference. The administrator shall reduce to writing a summary of the meeting, including specific recommendations where applicable, within ten days, unless the matter is reflected on a data collection form, in a Professional Improvement Plan, in a directive, or through subsequent disciplinary action.
10. A Professional Improvement Plan may be initiated by either the administrator or the teacher at any time an area of concern is noted.

11. A rating of "Ineffective" shall not be based on a single incident except in cases which form a basis for discipline greater than a verbal reprimand.
 12. In unusual circumstances such as the extended illness of a teacher or the administrator, the time limits for completing or responding to a completed data collection form(s) and/or assessment report may be extended. This shall not be construed as extending the time for notice of non-reappointment.
 13. An overall rating of ineffective shall not be used for a CC/PSC teacher on the final assessment unless at least one professional improvement plan was initiated prior to February 1, in accordance with Section 8. above.
- C. Observations of a teacher's performance shall be made in accordance with the following provisions:
1. A teacher shall be employed for at least 20 days before any formal observation.
 2. If the performance of a teacher holding a continuing or a professional service contract is deemed satisfactory by the administrator, the teacher and administrator may mutually agree to waive the necessity of a formal observation. All major areas of responsibility on the teacher's assessment report relating to performance shall be marked satisfactory unless areas of concern are documented during the year.
 3. A teacher may request a change in the date or time of a formal observation. A teacher may request and shall be granted an additional observation. When possible and where requested by the teacher, additional observations shall be completed by another observer. These additional observations may be included as part of the written response to the assessment as provided elsewhere in this Article.
 4. Each formal observation shall be followed by a conference which provides privacy between the teacher and the administrator within ten duty days except by mutual agreement. Each teacher will be provided a completed copy of the applicable data collection form for each formal observation and will have ten duty days to respond in writing. The written response shall be appended to the form. The completed form must be signed by the teacher, however, the signature does not necessarily imply agreement. The completed form(s) shall be utilized in preparing the assessment report. Two or more observations, if completed within five duty days, may be combined on one form.
- D. Assessment of a teacher's performance shall be completed in accordance with the following provisions:
1. Electronic monitoring for the purpose of assessment shall not be permitted.

2. The completion of the final assessment report must be preceded by at least one observation and completion of applicable data collection form or professional growth plan.
 3. A conference shall be held between the teacher and administrator within ten duty days of an assessment. The conference may be waived and/or the time may be extended by mutual agreement. Each teacher shall be provided a copy of the assessment report and will have ten duty days to respond in writing. The written response shall be appended to the report. Except as provided below, the report must be signed by the teacher; however, signature does not necessarily imply agreement with the assessment.
 4. In unusual circumstances such as the extended illness of a teacher, the need for a conference shall be waived. A copy of the assessment report shall be mailed to the teacher with a notation on the report indicating the reason that no conference was held.
 5. A copy of each teacher's final assessment report shall be maintained in his/her personnel file.
- E. Procedures as set forth above, where applicable, will apply to registered nurses. If matters arise which may result in an unsatisfactory rating in any area on the evaluation report, such matters will be discussed with the employee in a formal meeting within a reasonable time. Said meeting shall include specific recommendations for improvement, reduced to writing, along with a reasonable time for completion.
- F. Prior to making any changes in the instructional personnel assessment procedures manual, the Board shall notify the Association. If impact bargaining issues are identified, the parties shall meet for this purpose.

ARTICLE XI

PERSONNEL RECORDS

- A. All files maintained on employees shall be confidential, except as provided herein or by Florida Statutes.
- B. A personnel file shall be maintained for each employee. An employee's health and physical fitness certificate will be considered an official part of the personnel file but will be maintained in a separate file.
- C. School files shall be considered confidential except as access is provided by this Article or by law. The administrator shall maintain an official school personnel file on each employee, which may be forwarded to a new school when an employee transfers.

D. Access to Files

1. To the extent permitted by law, the personnel file of each employee shall be open to inspection only by the School Board, the Superintendent, the administrator, the employee and such other persons as the employee or the Superintendent may authorize in writing. A reasonable effort shall be made to notify the affected employee prior to the review of his/her file by persons not employed by the school system. All inspections shall be documented.
2. An employee shall have the right to examine the contents of his/her personnel file, which is maintained at the District office, at a reasonable time in the presence of a Personnel Department staff member. All references originating outside the District on the basis of confidentiality for initial employment shall not be available for inspection by the employee. By written authorization, the employee may permit any designated person to examine his/her file. An employee may request that a representative accompany him/her when reviewing his/her file.

An employee, upon request, shall have the right to meet with his/her administrator for the purpose of examining the contents of any work location file which may be maintained on the employee.

3. Employees shall have the right to receive a copy of any of their file documents at no cost.
- E. Letters of reprimand and/or complaints shall not be placed in an employee's personnel or school file unless the employee has had the opportunity to review such material or affix his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Any written response from the employee and/or a copy of the final annual assessment from the employee shall be appended to the material at the request of the employee.
- F. After two years, at the request of an employee, written reprimands, material of a derogatory nature or complaints shall be appended with the notice that the material is no longer relevant for disciplinary purposes, provided there has not been a recent incident of a similar problem or complaint. Recency as used herein shall be two years, except for written reprimands addressing excessive force and/or physical, verbal, or other conduct directed against students or employees in violation of the Code of Ethics of the Education Profession of Florida. In these cases, recency shall be five years.

ARTICLE XII DISCIPLINE

A. General Provisions

1. An employee may be disciplined only for just cause, and discipline shall be imposed only for a violation of an expressed rule, an expressed order, an expressed policy or a reasonable expectation of management which reasonably should have been known to the employee. This shall not be construed so as to prohibit the administrator from questioning an employee and/or offering reasonable direction at the time of the occurrence of any incident, the result of which might later be dealt with in a disciplinary manner.
2. Any teacher may be suspended or dismissed at any time during the year, provided that the charges against him/her are based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude, where applicable, and in accordance with Florida Statutes.
3. Employees shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.
4. Prior to imposing any form of discipline, a fair and objective investigation will be conducted.
 - a. The employee shall be informed, in a meeting, of the basis upon which discipline is being considered, the witnesses, the results of any preliminary investigation, and the form of discipline being considered. Reasonable advance notice of the formal conference shall be given.
 - b. The employee shall be given an opportunity to explain, within a reasonable time, his/her perception of the matter and name other witnesses or provide additional information. These shall be investigated prior to taking disciplinary action.
 - c. The employee shall be notified of the results of the investigation within a reasonable time if the decision is to take no disciplinary action.
5. During the course of an investigation, an employee may be relieved of duty with pay, which action shall not be considered disciplinary in and of itself. If the relief of duty exceeds ten workdays, written notice shall be provided, including the basis for the time extension.
6. In the event an employee cannot be reached during any period of time when s/he is not required to be on duty, no disciplinary action shall be taken until s/he is required to be on duty, s/he has received actual notification, or a reasonable attempt at notification of the proposed action has been made. Notice by certified

mail to the last known address of the employee shall be considered a reasonable attempt.

7. Employees shall not be required or permitted to discipline other employees.
8. When any state agency is contacted by the administration pursuant to this Article, the affected employee and the Association shall be notified.
9. In cases where an employee's conduct and/or performance indicate that a physical and/or mental examination might be appropriate, the Superintendent may require that the employee undergo such examination, at the expense of the Board. A choice from among State licensed physicians and/or psychiatrists shall be made by the employee from a list provided by the Board. Prior to requiring an examination, a meeting shall be held with the employee, at which time the basis for requiring the examination shall be explained. This shall be followed up in writing. The employee shall have the right to seek an additional opinion from a State licensed physician or psychiatrist of the employee's choosing and at his/her expense, within a reasonable time.
10. In cases where an employee's conduct or performance forms a basis for disciplinary action, considerations shall be given as to whether or not an Employee Assistance Program (EAP) referral is appropriate. In such cases, and where the employee accepts such intervention, the Board may elect to postpone taking such disciplinary action pending successful completion of treatment through the EAP.
 - a. In cases where performance has deteriorated to a point which may form a basis for dismissal, the Board and the employee may mutually enter into a written agreement which mandates enrollment in the EAP. The terms of such agreement shall include standards of behavior and performance requirements for successful compliance, timelines, and monitoring of both the program of treatment and the employee's conduct/performance. The employee may have representation by the Association in entering into such an agreement and throughout the process of monitoring compliance with its terms.
 - b. Nothing herein shall be interpreted as constituting a waiver of management's right to maintain standards of conduct or performance, or its right to take disciplinary action in cases of misconduct or poor performance.

B. Reprimands

1. Oral reprimands shall be given in private and in a formal discussion.
2. Written Reprimands
 - a. A written reprimand shall be issued within ten duty days of the initial formal conference. This time limit may be extended on cases where additional witnesses and/or sources of information are/were unavailable for further investigation or upon written notice to the employee of an anticipated completion date.
 - b. An employee may, within 20 duty days after receipt of a written reprimand, file a response which shall be appended to the reprimand.
 - c. A written reprimand shall not serve as prima facie evidence of the facts alleged therein in any later situation involving dismissal.
 - d. A written reprimand shall be deemed no longer relevant for disciplinary purposes after a specified period of time, in accordance with Article XI, Section G. The reprimand shall indicate such in writing.

C. Suspension without Pay

1. If a given suspension without pay was preceded by a written reprimand for a similar problem, the employee must have been given reasonable time to correct the problem prior to the suspension without pay.
2. An employee may be suspended without pay without a previous written reprimand if serious circumstances exist that could possibly lead to dismissal.
3. For the purpose of discipline, the parties recognize that the board may authorize the Superintendent to suspend instructional personnel without pay for a period of time to not exceed five duty days.
4. The provisions for written reprimands specified above, relating to the employee's right to respond and appending of file documents shall also apply to suspensions without pay.
5. The employee shall receive written notification of the suspension without pay including the date(s) and the basis for this action. A copy shall be placed in the employee's personnel file and another sent to the Union.

D. Dismissal

1. Prior to filing formal charges, the teacher shall be informed that s/he is not required to make a written or oral statement if s/he chooses not to do so.
 - a. Upon completion of the investigation, if a basis for action appears to exist, the Superintendent shall meet with the teacher to explain what the misconduct or other basis for action is, who the witnesses are and other sources of information upon which the action would be based, what recommendation(s) the Superintendent is considering, and what statutory procedures will be followed if charges are filed.
 - b. Within a reasonable period of time, the teacher may explain his/her perception of the facts with respect to the allegations. S/he may explain or identify other sources of information, including witnesses, that may provide information concerning the allegations. The Superintendent shall then determine if further investigation is necessary, or if formal written charges will be filed without further investigation. The Superintendent shall notify the teacher of his decision.
 - c. Any documentation used to support the subsequent filing of formal charges shall be shared with the teacher.
2. The following procedures shall be used in filing formal charges:
 - a. At least one week prior to the time that formal charges against a teacher will be considered by the Board, the teacher and the Association shall be notified in writing of the Superintendent's recommendation. Notification shall include a draft of the formal charges.
 - b. The Superintendent shall submit the charges to the Board at the next regular meeting, unless there has been mutual agreement to extend the timelines.
 - c. Upon receipt of formal written charges, the Board shall act on the Superintendent's recommendation. If the Board suspends the teacher without pay, insurance benefits shall continue to be provided.
 - d. If the teacher requests a Chapter 120 hearing and it cannot be concluded within the first 45 duty days, a mutually agreeable alternative may be established and followed. This alternative shall be considered on a case-by-case basis.
 - e. A final recommendation shall be submitted to the Board at its next regular meeting following receipt of a written notification waiving the teacher's right to a hearing, the expiration of the timeline to request a hearing without action, or receipt of the hearing officer's recommended order. In the latter case, these time lines may be extended.

3. At least one week prior to the time that a recommendation will be submitted to the Board in regard to other employees, the employee shall be so notified.
4. If the charges are not sustained, the teacher shall be reinstated immediately, any unpaid back salary shall be paid, and s/he shall be deemed to have been an active employee during any period of suspension. If the recommendations is either to dismiss a teacher or to fix the terms under which a teacher may be returned to duty, such action shall require an affirmative vote of the majority of the Board.
5. The following procedures shall be used prior to the filing of formal written charges against a teacher for incompetency:
 - a. The teacher shall be notified in writing of documented deficiencies which, if not corrected, could lead to dismissal. The notice shall identify a tentative time frame for improvement and include a statement that failure to correct such deficiencies may lead to dismissal. Such notice shall be preceded by a conference(s) to discuss the deficiencies and to review recommendations for improvement, and the available assistance to effect improvement.
 - b. At least one follow-up conference shall be provided to the teacher within three working weeks of the written notice. Following the conference(s), the teacher shall be provided, in writing, specific recommendations covering all major areas of deficiency, designed to assist him/her in improving performance.
 - c. A reasonable period of time not less than three teaching months from the notice required in Subsection a. above shall be provided for correction of deficiencies. The time period shall be specified in writing but may be extended by mutual consent.
 - d. At the end of the time period provided to correct deficiencies, a formal evaluation of the teacher's performance shall be completed. The teacher shall be notified at least one week prior to the evaluation.
 - e. Following the formal evaluation, the Superintendent shall meet with the teacher to summarize the results of the evaluation, and explain what charges and recommendation he is considering, including the statutory procedures to be followed if charges are filed.
 - f. In extreme cases, the Superintendent may direct an immediate formal evaluation of an annual contract teacher provided, however, that he shall notify the teacher in writing of the reasons for his action, and provide the teacher reasonable opportunity to discuss the basis for the action, in accordance with this Article. Such action shall be taken only when there is direct evidence that the health, safety or welfare of the students is being immediately, radically, and adversely affected.

6. The following procedures shall be used prior to recommending dismissal for incompetency of other employees:
 - a. Incompetency shall be defined as continued failure to satisfactorily meet performance standards for the job.
 - b. The employee shall be notified in writing of documented deficiencies, which could lead to dismissal. The notice shall include specific recommendations for improvement, a tentative time frame for improvement and a statement that failure to correct the deficiencies may lead to dismissal.
 - c. Further explanation of the deficiencies and suggested corrections designed to assist him/her in improving performance, shall be provided to the employee in a conference(s), the first of which shall be held within three weeks of the written notice.
 - d. A reasonable period of time, not less than six weeks from the written statement required above, shall be provided for correcting deficiencies. This time period may be extended and shall be specified in writing.
 - e. At the end of the time period provided, a formal evaluation of the employee's performance shall be made.
 - f. In extreme cases, an immediate formal evaluation of an employee's performance may be made provided that the employee shall be notified in writing of the reasons for this action and be provided reasonable opportunity to discuss the basis for the action. Such action shall be taken only when there is direct evidence that an extreme emergency exists.
 7. In lieu of the Superintendent recommending dismissal for incompetency, an employee may be offered options to include, but not be limited to: alternative job evaluation and job retraining, other employment within the District for which the employee is qualified, early retirement, and assistance in seeking other employment. If accepted by the employee, during a mutually agreed upon period of transition, the employee shall continue to receive full salary and benefits.
- E. A teacher holding a continuing or professional service contract may be returned to annual contract probationary status as provided by Florida Statutes.

ARTICLE XIII

REDUCTION IN FORCE

- A. In the event a reduction in force becomes necessary the Superintendent shall notify the Association of such necessity in writing with an explanation of the reasons. Such notification shall be prior to formal School Board action relating to such reduction in force.

- B. The Board shall determine the subject areas and/or programs, and the positions in which reductions must be made. The Association shall be notified of such determinations.
- C. Certification, contract type, seniority, and level of degree shall be sequentially used, as outlined below, to determine the order of lay off. For non-certified positions, the sequence shall begin with seniority. The employee's status on the date of official notice to the Association of a reduction in force shall be used to determine his/her placement within the above factors.
 - 1. Certification for each teacher shall be established. If a teacher has certification in two or more teaching areas, s/he will designate which teaching area will be the determiner of certification for purposes of layoff.
 - a. If a teacher is teaching out-of-field and has completed less than half the requirements for said certification when a layoff occurs, his/her status shall be determined by the area of current certification. If half or more of the requirements have been completed when a layoff occurs, a teacher's status may be determined as if s/he had certification in the out-of-field area.
 - b. The parties recognize that in certain subjects/disciplines and/or programs within an area of certification, or in a program utilizing "any area of certification", specific preparation and/or experience may be required. These may include:
 - (1) Recency of teaching experience in the subject/discipline and/or program.
 - (2) An appropriate combination of licenses, documentation and/or recency of work experience necessary to meet program and/or industry needs.
 - (3) Documentable skills needed to address student needs in a specific program excluding those based solely upon supplemental activities in Appendix B.
 - c. Prior to a layoff, if the District has determined there is a need to utilize the provisions in 1.b. above, the parties shall mutually identify the subjects/disciplines and/or programs to which this shall apply, and what specific preparations and/or experience will be required.
 - 2. Contract type shall be used to determine the order of layoff in the following sequence:
 - a. temporary contract
 - b. annual contract
 - c. professional services or continuing contract
 - 3. Seniority shall be calculated from the first duty day of the most recent period of full-time continuous employment within the District, exclusive of long-term leaves of absence without pay. Half-time experience shall count as one-half of full-time

experience for the purpose of calculating seniority. Lay off shall occur in the inverse order of seniority.

4. The lowest degree level or its equivalent shall be laid off first.
 5. A final determination shall be made, if necessary, by lot.
- D. The position of an employee on a long-term leave of absence shall be treated as if the position were filled by said employee. Any other employee filling said position shall be allowed to fulfill the terms of his/her employment within the sequentially ordered factors applied to the employee on leave.
- E. When employees are identified for a reduction in force from a school or program, they shall be placed on unassigned status. The District shall then identify less senior employees filling positions which these employees are certified and/or qualified to hold, and the least senior employees shall then be laid off. Those employees remaining on the unassigned list shall then be reassigned to these positions.
- F. No new employee shall be placed in a position for which a certified and/or qualified laid off employee remains until all such laid off employees have been recalled or have declined or failed to accept recall.
- G. The following procedures shall be used for recall:
1. Each employee shall be responsible for maintaining with the Personnel Department, in writing, a telephone number and an address to which a notice of recall may be sent.
 2. The Board shall determine the subject areas and/or programs and the positions for which recall will be made.
 3. Employees shall be recalled in inverse order of their layoff according to the sequential factors in Section C. above. These employees shall be recalled to schools/programs with vacancies regardless of the school/program from which they were laid off.
 - a. Nothing herein shall preclude offering a qualified teacher on the recall list reemployment out-of-field, upon recommendation of the Personnel Department and the Superintendent.
 - b. Full-time teachers on recall who decline half-time positions and half-time teachers on recall who decline full-time positions shall retain their recall rights for full-time and half-time positions, respectively.
 4. Notice of recall may be made by direct telephone contact with the employee, by certified mail, or by overnight delivery. Any notice by telephone shall be confirmed by certified mail and the employee's response must be received no later than the

third day after the letter to confirm the telephone contact is received. Any other employee shall have ten days to respond to a notice of recall.

5. If the employee declines an offer of reemployment, s/he shall have no further right to recall. Failure to respond to a notice of recall within the time limits prescribed shall be construed as declining an offer of reemployment.
 6. Upon reemployment the employee shall be placed on the salary schedule and granted seniority and benefits as if s/he had been on an unpaid leave of absence. Any waiting period required of new employees for receipt of insurance benefits shall be waived.
 7. Period of Recall
 - a. Laid off teachers with continuing or professional service contracts shall remain on recall for a period of three years from the date of layoff.
 - b. Teachers with temporary interim contracts shall remain on recall until the end of their contractual period of employment.
 - c. All other employees shall remain on recall for a period of time equal to their seniority but not to exceed three years.
 8. After a laid off employee's recall period has expired, the district shall have no further obligation for reemployment.
- H. The foregoing procedures shall be implemented in compliance with any court-required ratio.

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 Faculty Advisory Committee and the administrator, with input from the school staff, shall mutually agree on scheduling arrangements for teachers to include, but not be limited to, teaching load(s), student contact time, planning time, duty time, middle school IMPACT classes, extended-duty assignments, compensatory time, coverage of classes in lieu of using substitutes, scheduling of elementary teachers, the use of flexible time blocks, and the implementation of mandated school wide programs which affect any of the above. At the end of each school

year, each teacher may submit scheduling preferences for elementary special area teachers.

2. Such agreements shall be conditioned upon a strong level of support from the faculty, reduced to writing and distributed annually to each teacher on the school staff with a copy to the Association. The agreement(s) shall remain in effect until there is a strong level of support for a change.
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-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 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.
- 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 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.

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. A reasonable effort shall be made by the administrator to provide a special area for planning. Schools shall be encouraged to provide a common planning time once a week for instructional teams.

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.
- 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 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.

- 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. The administrator may require attendance at the school's annual open house, utilizing flex time for affected teachers.
- 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.
- 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 on 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. In schools where administrators have not been able to facilitate breaks, teachers may utilize at least ten minutes of their planning time or a reasonable amount of student passing time as a duty-free 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. Current program standards shall be a minimum of ten students in vocational and 16 students in adult general education classes. Exceptions to the current standards may 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.
 - 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.3.a.
- Q. Required meetings or other required activities relating to the Professional Orientation 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 Professional Orientation 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. Scheduled faculty meetings during preplanning will be reasonable in length so as not to significantly impede the teachers' time for preparation for the coming school year.
- 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.

ARTICLE XV WORK YEAR

- A. Ten-month employees shall have 196 duty days of which 180 shall include student contact. Eleven-month employees shall have 216 duty days. The total number of paid holidays for ten and 11-month employees shall be six. Twelve-month employees shall be scheduled to work all weekdays other than nine paid holidays. Paid holidays shall be as set forth in Appendix C, which is hereby incorporated into and made a part of this Contract.
- B. The 10-month calendar shall include the following:
 - 1. Five days of pre-planning prior to the first student attendance day, one of which will be a Staff Development Day, and two days of post-planning following the last student attendance day.

2. A workday scheduled at the end of each of the approximate nine-week grading periods, the last one of which shall be part of the post-planning period.
 - a. The mid-semester workday may be split into two half days of three hours each, and applied to the end of the six week grading periods in the middle schools.
 - (1) Teachers shall be scheduled to work the additional time either at the end of the regular school day, or if this day is a Friday, on the following day.
 - (2) Such arrangements shall be done on a school by school basis in accordance with Article XIV.B.1.
 - b. For schools adopting this plan, teachers shall not be required to be on duty on the regularly scheduled mid-semester workday.
 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.
- C. For the 2005-2006 school year, the first duty day for 10-month employees shall be Monday, August 1, 2005, and the last duty day shall be Thursday, May 25, 2006. The Winter Break shall be from December 19, 2005, through January 2, 2006, and the Spring Break shall be from March 13, 2006, through March 17, 2006.
- D. When it becomes necessary to close a school because of weather or for other reasons as deemed necessary by the Superintendent, the days lost shall be made up by extending the school year for that school, as determined by the Board, after consultation with the Association, without it being a violation of this Contract.
- E. Attendance at in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program. There shall be no mandatory in-service during the first or final day of preschool planning nor during post-school planning for school-based employees.
- F. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided up to four student contact days per year to perform duties related to said preparation, at times mutually agreeable between the teacher and the administrator. Additional time may be requested. Release time from regular duties shall be provided in reasonable time blocks.
- G. Any teacher transferred within the student year shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.
- H. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be

given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

I. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, 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.
3. The athletic director shall be offered up to a four-week extended contract and the four-week period shall be mutually agreed upon between the administrator and the athletic director.
4. CRTs assigned to elementary schools or special centers may be offered contract extensions of up to 20 days during the summer months.
5. Guidance counselors and media specialists may be offered contract extensions for the period following post-planning and/or for the period preceding preplanning.
6. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered contract extensions for the summer months. If these secondary schools have a ninth grade center, the days used for the contract extensions may be used between the teachers from the main campus and the teachers from the ninth grade center.
7. Summer School
 - a. Regular employees shall be considered for summer employment for which they are qualified before others are hired. Such consideration first shall be given to those assigned to the school for the coming year. In post-secondary schools, if a course is continued during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.
 - b. Nothing herein shall prohibit mutually acceptable agreements between employees and administrators to divide these work assignments in an equitable manner.
 - c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.

- d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.
- J. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:
1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
 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

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.
- B. Step increases shall be subject to the following:
1. If anticipated revenue increases will be sufficient to provide at least double the cost of the step increase, the step shall be paid.
 2. If anticipated revenue will be less than that required above, the parties may mutually agree to suspend step increases and negotiate them along with general increases. If anticipated revenue increases will not be sufficient to pay at least 1.25 times the step, the parties shall suspend the step increase and negotiate to apply any available funds to the salary schedule in a more equitable manner.
 3. It is understood that the term “anticipated revenue increases” as used herein refers to general fund revenue increases not required to be spent for other

purposes, and is calculated based upon per student increases in weighted FTE funding.

4. Nothing herein shall preclude the parties from negotiating adjustments in the incremental differences between steps or in the amounts of the steps.
- C. The parties recognize that in some high schools and middle 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.
1. For teaching six out of six instructional periods during the regular student day, or an additional instructional period before or after the regular student day, the teacher shall be paid an additional \$3,000 per year. 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.
 2. For teaching four out of four instructional periods, the teacher shall be paid an additional \$1,200 per quarter.
 3. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in C. 1. above upon approval of the Superintendent's designee.
- D. Employees who are assigned irregular schedules in accordance with Article XIV Section P, shall be compensated as follows:
1. 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.
 2. 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.
 3. 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.
- E. Supplemental activities shall be compensated as set forth in Appendix B which is incorporated into, and hereby made a part of, this Contract.
1. The Board shall publish and distribute a Supplement Handbook within 60 days of ratification of this Contract.

2. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
 3. One copy of the Supplement Handbook will be printed for each school administrator and site Association representative, along with 50 additional copies for use by the parties and the Association will be given a diskette of the text.
- F. 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.
- G. In-service training for a non-duty day will be compensated at a minimum of \$50 per day provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee.
- H. Summer session employment shall be paid at the teacher's rate of pay for the fiscal year immediately preceding the summer program.
- I. Method of Payment
1. Employees shall be paid biweekly beginning on the third week of their work year. The number of checks to be issued will correspond to the length of time from the first to the last duty day in the school year. Two paychecks per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining paychecks 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 check of the year.
 3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, checks shall be issued by the last duty day prior to a scheduled payday if the scheduled payday is not a regular duty day.
 4. Upon request of an employee, the Board shall provide direct deposit of each of his/her paychecks to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
 5. The Board shall issue paychecks 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 paycheck
 - 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. Paychecks shall be generated in a manner that guarantees privacy.
8. Any check 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 check 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.
- J. 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.
- K. A teacher shall be paid on the salary schedule, based upon degree or its equivalent, or work experience and years of experience, subject to the following criteria:
 1. Teaching Experience
 - a. Credit shall be given for up to 15 years of teaching experience with satisfactory performance evaluations in public or private schools or school systems including college teaching. Military experience may be included within these fifteen years. One day more than the number of days constituting one-half year of another state's regular school year shall be considered as one year of credit. Ninety-nine days of teaching in any one regular school year in Florida shall be considered as one year of credit.
 - b. Additional years of experience credit: Per F.S. 1012.33 (3)(f) 4(g), effective January 7, 2003, for instructional personnel hired after June 30, 2001, credit shall be given for each year of full-time public school teaching service earned either in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. Experience credit shall be given up to the maximum of the salary schedule as shown in Appendix A.
 - c. Instructional personnel shall provide verification of satisfactory performance for all years of experience to the Human Resources Department.

- d. Paid holidays shall be counted in computations which apply to credit for teaching.
- e. Half-time teaching shall be combined for salary credit, i.e., two one-half years or two half-time years equals one year of experience. One-half year of teaching shall be defined as at least 50 but less than 99 days, 50 of which must be continuous duty days, in any regular school year. Any two half years to be combined for a year of salary credit must occur within a five year period.
- f. 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.
- g. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school or kindergarten teaching, unless kindergarten teaching was a part of an elementary school.
- h. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.

2. Work Experience

- a. Up to a maximum of 15 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 social workers audiologists, and speech therapists.
- 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.
- 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. 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 Personnel Services. Up to five years of work experience credit will be granted upon initial employment. Once the teacher attains professional services contract status, any applicable additional credit, up to a maximum of 15 years, shall be applied in addition to the immediately preceding credit earned as an annual contract teacher with the District.

- 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 Personnel Services.

3. JROTC

- a. It is understood the JROTC instructor will have retired from active military duty.
 - b. The following procedures shall apply to initial placement on the salary schedule:
 - (1) The difference between the active duty pay and the retirement pay will be calculated.
 - (2) If that amount falls between two steps on the salary schedule, placement will be at the higher step.
 - (3) If that amount falls below step 4, placement will be at step 4.
 - (4) If that amount falls above step 15, the employee shall be paid the difference between the active duty pay and the retirement pay and frozen at step 15 until such time as step 15 meets or exceeds that amount.
 - c. Any movement on the salary schedule in subsequent years shall be in accordance with the movement of other bargaining unit members, which is contingent upon negotiated contractual provisions.
 - d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
4. Employees shall be paid for zero years of 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 regular work year, in the fiscal year in which the verification is received.

5. If there is no step increase for a given year, a new employee shall be placed on the salary schedule as if s/he had become employed with the District at the time the previous ratified contract was in place, based on his/her outside teaching or work experience at that time.
6. Former teachers who are rehired shall be subject to the above provisions. Teachers who left at step 15 or greater shall be placed on the salary schedule as if there had been no break in service, except that former employees who are rehired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule at step zero.

L. Credit for Advanced Degrees

1. Advanced degree credit for placement on the salary schedule shall be subject to the following:
 - a. The employee must provide an official college transcript of record showing the award of the earned degree to the Personnel Department.
 - b. 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.
 - c. 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.
2. Teachers shall be paid on the salary schedule for persons with a bachelor's degree or its equivalent until such time as an advanced degree is verified, at which time the Board shall adjust the teacher's salary according to his/her degree or its equivalent. Any payment of back salary shall be made at the end of the next payroll period. Any salary adjustment for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the current school year, whichever is later.
3. The advanced degree differential shall be at least the same percentage as applied to the salary schedule.

M. 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 employee shall receive back pay, once s/he has brought the matter to the attention of the Personnel 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 overpayment was discovered.

- N. An employee shall be responsible for providing documentation of academic degrees and experience for salary purposes to the Personnel Department.
- O. A PSC/CC teacher's salary may be frozen if identifiable less than satisfactory performance exists. The following procedures shall be used:
 - 1. The administrator shall notify the teacher in writing of the less than satisfactory 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.

ARTICLE XVII

FRINGE BENEFITS

A. Health Insurance

- 1. The Board agrees to provide, at no cost to full-time employees, a health insurance program through the Orange County Public Schools Employee Benefit Trust. Other plans may be provided with some employee premium costs. One

plan will be equal to or better than the current health insurance program. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. The board agrees to provide a no cost plan equal to or better as long as the annual cost increases are within 10%. Annual cost increases exceeding 10% may require plan changes to maintain no cost coverage. (Also see Appendix D.)

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 an Exclusive Provider Organization Health Plan, which may be selected in lieu of group medical insurance.
 - b. Mental health and chemical dependency benefits may be offered through an Exclusive Provider Organization, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Appendix D.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be responsible for payment of all specified deductibles, coinsurance, co-payments 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 63 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-paid family coverage of health insurance available through twice monthly payroll deduction.
7. If an employee and his/her spouse 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 to employees who are on leave of absence under the Family and Medical Leave Act of 1993, to the extent required by law.
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.

B. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, alternatives to health insurance, as set forth in Appendix D, Section I.
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 subject to the normal waiting period for new employees. The waiting period may be waived if unusual circumstances arise resulting in the employee having no group health insurance coverage.

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, children, parents, siblings, and executor or administrator.

D. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, auto and home owners insurance, flexible spending accounts, universal life insurance, and additional term life insurance; 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 from a minimum amount of \$10,000 up to the maximum provided in the plan document in \$10,000 increments.
2. Additional term life insurance coverage shall be available in the amounts of:
 - a. Up to \$10,000 for the employee's spouse and up to \$5,000 for each child depending upon the teacher's annual salary, and
 - b. \$10,000 to \$100,000 in \$10,000 increments.

- 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 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:

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

- 2. Employees will (a) notify Personnel Service 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.

- 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 E.
- 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.
- 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.

ARTICLE XVIII

LEAVES OF ABSENCE

A. General Provisions

1. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the administrator on a request for leave of absence form.
2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the time s/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.
3. Leaves of absence shall be reported in increments of full or half days.
4. An employee shall not be responsible for finding a substitute in the event of his/her absence.
5. During leaves of six or more duty days, an employee shall not be required to keep records, prepare lessons, or perform any of the duties required while in attendance.
6. An employee on long-term leave shall be considered as if s/he were part of the staff of the school from which s/he took leave. In special circumstances such as cases of extended worker's compensation or relief of duty, this provision may be waived.
7. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the administrator and shall either be directed to return to duty or continue on leave.
8. Upon return from leave, the employee shall complete a certificate of absence.
9. Any leave days credited to an employee at the time of an approved leave of absence, which are not taken during that leave of absence, shall be credited to the employee upon return to active duty.
10. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted.
11. An employee granted a long-term leave of absence may be employed while on leave upon approval by the Superintendent.
12. For reasons relating to illness of an employee or the employee's spouse, parent, son, or daughter; adoption, or newborn child-care, the employee may take a

leave of absence for a period up to 12 weeks under the provisions of the Family and Medical Leave Act of 1993.

13. Up to one year of long-term medical leave with or without pay, shall be granted to employees for personal illness, or illness or death of a member of the employee's family as defined in Florida Statutes. Any leave taken under the Family and Medical Leave Act referenced above shall count as part of the total leave taken.
14. Should an employee on long-term medical leave return to duty for a period of less than one teaching month and then require additional leave for medical reasons, such additional leave shall be considered as one period of leave if within one school year.
15. Long-term personal leave of up to one year without pay may be granted, subject to the approval of the Superintendent. Applications for such leave shall include an explanation for the request.
16. Extension of Long-Term Leaves
 - a. An extension of up to one year may be granted for long-term medical and personal leave.
 - b. An employee who desires an extension of long-term medical leave must request same as soon as possible, but in no event later than one week prior to expiration of the leave.
 - c. An employee who desires an extension of long-term personal leave for the following school year must request same in writing by March 15. If the leave was granted after March 15, any request for extension shall be made as soon as possible.
17. Return from Long-Term Leave
 - a. An employee who plans to return to duty at the expiration of a long-term leave shall notify the administrator in writing by March 15 of the school year for which the leave was granted. In the event the leave was granted after March 15, the employee's intent to return to duty at the expiration of the leave shall be deemed given upon requesting the leave. On or before February 15, the Board shall notify each employee on leave of this provision. The employee shall respond, indicating his/her intent to return, requesting an extension, or resigning from his/her position. Except for extenuating circumstances, an employee who fails to respond shall be considered to have resigned with an effective date of his/her last duty day of the fiscal year.
 - b. An employee, upon expiration of his/her leave of absence, may return to duty without prejudice and shall be credited with all previous experience earned prior to the leave.

- c. An employee desiring to return from medical leave prior to the leave expiring shall be allowed to return to duty only when a vacancy exists for which s/he is certified and/or qualified.
- d. An employee desiring to return from personal leave prior to the leave expiring may be allowed to return to duty if a vacancy exists for which s/he is certified and/or qualified.
- e. Failure or refusal of an employee returning from long-term leave to accept a written offer of assignment made to his/her last known mailing address shall remove any obligations of the Board to provide further employment.
- f. For employees returning or who have recently returned from medical leave, a doctor's statement may be required.

B. Sick Leave

1. An employee shall be credited with four days of sick leave with pay on the first day of employment of each fiscal year, as provided by law.
2. An employee shall earn one day of sick leave with pay at the end of each month of employment, credited at the end of that month, which shall not be used prior to the time it is earned and credited to the employee; provided that the employee shall earn no more than one day of sick leave times the number of months of employment during the fiscal year.
3. An employee may transfer unused sick leave days from another Florida school district, from another job within the District, and from other State agencies as provided by law. It shall be the employee's responsibility to assist in securing the requested transfer of sick leave credit from his/her previous employer. One day of sick leave may be transferred for each day accruing with the District.
4. There shall be no limit to the number of sick leave days which an employee may accrue.
5. Sick leave may be used for personal illness of the employee, including a temporary disability due to pregnancy, or for death or personal illness of a member of his/her immediate family, and as provided by the Family and Medical Leave Act of 1993.
6. The employee may use accumulated sick leave for the purpose of bereavement leave.
7. An employee may use accrued sick leave for the purpose of taking physical examinations.
8. An employee who has exhausted his/her accumulated sick leave shall be granted sick leave without pay for the reasons stated in B.5. above, not to exceed 20 duty days.

C. Illness/Injury In-Line-of-Duty Leave

1. Illness/injury in-line-of-duty leave with pay may be taken when an employee is absent from duty because of:
 - a. A personal injury in the discharge of duty.
 - b. An illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.
2. Leave for such illness(es) and/or injury(-ies) shall be for a period of time not to exceed ten duty days during the school year, as provided by Florida Statutes.
3. An employee may request additional leave under Florida Statutes, and if it is not granted, the employee may elect to take accrued sick leave and/or to be paid under Workers' Compensation. If s/he chooses the latter, s/he may be paid the balance of his/her daily rate of pay not provided by Workers' Compensation by using his/her accumulated sick leave on a prorated basis.
4. If an employee is injured in the line of duty as a result of a physical assault and/or battery, he/she may be eligible for line-of-duty leave, including an extension as set forth above.

D. Personal Leave

1. Up to six days per year, non-cumulative and chargeable to accrued sick leave, may be granted to employees for personal leave, subject to the following:
 - a. Personal leave is to be used for matters which cannot be scheduled outside of regular working hours.
 - b. Employees shall not be required to divulge the reasons for requesting personal leave with pay.
 - c. Except in cases of emergency, or in extenuating circumstances, personal leave is to be requested at least one week in advance.
 - d. Requests for personal leave shall not be unreasonably denied.
 - e. Personal leave may not be taken one duty day before and/or after a scheduled holiday or the first and/or last five days of the school year for students. This shall not be applicable in cases of emergency, to attend the graduation of a spouse, child, parent, or oneself or to work in a voting precinct or the observance of a religious holiday.
 - f. Any denial of requests for personal leave which will result in more than 7% or 3 teachers, whichever is greater, of a school's staff being absent on a given day, shall not be construed as unreasonable denial.

- g. In emergency situations, an administrator may grant personal leave for a brief period of time pending the submission of a request for leave form. During the period of time the leave is granted verbally by the administrator, the employee shall not be considered absent without leave.
 - h. Except for emergencies, personal leave may not be used during periods of extended employment outside of the employee's regular work year.
2. When an employee has exhausted all sick/personal leave with pay, s/he may be granted short-term personal leave without pay for emergencies or in extenuating circumstances and the restrictions set forth in 1.e. above shall apply.

E. Professional Leaves

1. Exchange Teaching

An employee on continuing or professional service contract may be granted a leave of absence for one year for the purpose of exchange teaching. Exchange teaching shall be limited to accredited public school systems, colleges and universities or similar institutions. The cooperating school system, college or university must furnish an employee to take the place of the employee released by the Board. The released employee shall draw full salary plus the value of any supplements performed by the cooperating employee. Application for exchange teaching for the next school year must be made by April 15.

2. Detached Service

The Board may grant detached service leave for a period of one year for an employee to work in an educational institution, with an official government agency or in such programs as the Peace Corps and the Overseas Exchange Teacher Program. The employee may request an extension of the original leave for up to one additional school year. Before an employee is granted detached service leave, s/he must present evidence of an offer of employment from one of the accepting agencies. Application for detached service leave for the next school year must be made by April 15.

3. Temporary Duty

- a. Temporary duty leave may be granted by the Superintendent if it is for the benefit of the school or school system, or the professional growth of the employee.
- b. Temporary duty leave may be initiated by the employee or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.
- c. If initiated by the employee, expenses may be borne by the employee or shared with the Board, if mutually agreed upon prior to the taking of the leave.

- d. Temporary duty leave shall be with full pay for the affected regular duty days of the employee or for any other day if the leave is initiated by the Board and agreed to by the employee.
- e. Temporary duty may be granted for recognized state/national professional subject area organization meetings.

4. Temporary Professional

- a. An employee may be granted professional leave with pay for up to ten duty days, to attend classes (which may include travel time) for earning the required hours for renewal or extension of his/her certificate or license, or for certification in a new teaching area during a five year period. The leave must be requested at least ten duty days prior to the effective date of the leave.
- b. An employee may be granted professional leave without pay for working toward advanced degrees, not to exceed ten duty days at the beginning or at the close of the school year in order to attend summer school classes, except that this leave may not be taken when assigned students. The leave may include consideration of reasonable travel time.
- c. Evidence of acceptance in an institution of higher learning must be attached to any request for professional leave to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave

- a. An employee duly subpoenaed to serve on jury duty shall receive his/her full salary and may retain any expense allowance, including transportation reimbursement, provided while serving on jury duty.
- b. Such leave shall not be charged against accrued sick or personal leave.

2. Court Leave

- a. Court leave with pay shall be granted to employees, duly subpoenaed or summoned, for the time necessary to make appearances in court proceedings, subject to Subsection c. below. The Superintendent may deny requests for court leave which extend beyond five days, in non-work related cases. If court leave with pay is denied, personal leave with or without pay shall be granted.
- b. Such leave shall not be charged against accrued sick or personal leave.
- c. An employee shall not be granted court leave in cases where the employee is a litigant against the School Board in a court of law or a state or federal agency proceeding.

3. Political Leave

- a. Leave of absence without pay for up to 12 weeks shall be granted to an employee for the purpose of campaigning for a public office for which s/he has officially qualified.
- b. Leave of absence without pay may be granted for any employee elected to public office.
- c. Short-term leave of absence with pay shall be granted for elected public officials to conduct official business for up to five days per year. Additional days may be granted by the Superintendent.

G. Annual Leave

- 1. A 12-month employee shall be granted paid annual leave as provided herein.
- 2. Annual leave shall be credited at the close of each month. Any credited leave beyond thirty (30) days will be removed at the end of each calendar year (December 31). Each employee shall be encouraged to use leave on an annual basis.
- 3. The number of years of continuous experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

<u>Years of Service</u>	<u>Annual Leave Days</u>
0-4	13
5-9	16
10 or more	19

- 4. For purposes of computing the number of years of experience in order to determine the number of days of annual leave to which an employee is entitled, a year of experience is earned when an employee is employed for one or more days beyond six months within a fiscal year.
- 5. One or more days of annual leave may be used at any time during the year subject to the approval of the administrator in advance. Annual leave must be scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.
- 6. A teacher shall be paid at his/her current daily rate of pay for accrued annual leave if s/he is returned to less than 12-month status.
- 7. If annual leave is requested and not granted during that fiscal year, an employee shall be paid at the end of that fiscal year for the number of days requested, and his/her annual leave balance shall be adjusted accordingly.

8. No employee shall be granted fewer annual leave days than s/he received prior to ratification of this Contract.
9. An employee who leaves his/her employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days unless prohibited by law.
10. If an employee elects to enter the Deferred Retirement Option Program (DROP), s/he may receive annual leave pay-out subject to the provisions of DROP.

H. Military Leave

1. Short-Term

- a. An employee who is a member of the National Guard, or who is a commissioned reserve officer or reserve enlisted personnel in the United States military service, shall be granted a leave of absence from his/her respective duties, without loss of pay, time or efficiency rating, for all days s/he is engaged in active duty or training ordered under the provisions of the United States military. Such leaves of absence shall not exceed 17 days in any one annual period.
- b. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- c. The employee shall attach a copy of his/her orders to his/her request for leave.
- d. The employee should endeavor to have his/her periods of training scheduled during his/her summer vacation. In cases where the employee requests military leave, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

2. Long-Term

- a. Extended military leave shall be granted to an employee who is required to serve military obligations in the Armed Forces of the United States.
- b. Employees called to active duty shall receive full pay for the first 30 days.
- c. Employees may elect to use annual leave if applicable after the initial 30 days.
- d. An employee granted long-term military leave shall be re-employed provided that:
 1. The tour of duty is completed.
 2. The application for reemployment is filed within six months following the date of discharge or release from active military duty.

3. Original eligibility for employment has been maintained.
 4. Reassignment within a reasonable time, not to exceed six months, is afforded the School Board, except as provided by law.
 - e. Military leave shall not be granted to an employee who volunteers to serve when such service is not required.
- I. In the event the Board seeks to resume the practice of granting sabbatical leave, the District and the Association shall immediately meet to negotiate the provisions governing this sabbatical leave.

ARTICLE XIX

FACULTY ADVISORY COMMITTEE

- A. The Faculty Advisory Committee shall have a membership of not less than five nor more than eleven employees elected by the employees at each school. Education Support Professionals may be included on the committee by a vote of the faculty. The Faculty Advisory Committee shall be elected by secret ballot election, conducted by the site Association representative within the first six weeks of the school year. In the absence of a site Association representative, CTA shall assist in selecting a teacher on that school's staff to conduct the election. A list of the members of the Faculty Advisory Committee of each school shall be sent to the Association and the administrator. The administrator shall meet with the Faculty Advisory Committee within three weeks of a request.
- B. The Faculty Advisory Committee may meet during the regular duty day at such times as committee members have no student contact. The Faculty Advisory Committee may choose to meet with other employees and/or with the administrator, during the regular duty day provided the employees have no assigned instructional responsibility and that such meetings shall not conflict with previously scheduled meetings.
- C. In addition to duties outlined in Article XIV, the Faculty Advisory Committee may meet to discuss and make recommendations concerning the following:
1. A rotation plan composed of available staff to substitute in case of emergency.
 2. The purchase and distribution of instructional equipment, materials and supplies.
 3. Student discipline plans, which may include guidelines for referral of students into alternative education settings.
 4. The disposition of discipline referrals in a timely manner.

5. Additional safeguards to deal with acts of violence, including those involving weapons, and procedures for notification of teachers when their students have been found to have carried a weapon on campus.
 6. Other concerns of the faculty which may result in a smoother operation of the school.
- D. Any school-wide drives or collection of money which involve teachers shall not be approved until such have been discussed with the Faculty Advisory Committee.
 - E. The Faculty Advisory Committee shall be responsible for establishing a process to elect teacher representatives to the School Advisory Committee.
 - F. Participation on the FAC shall not serve as a basis for the evaluation of any teacher.

ARTICLE XX

SITE-BASED DECISION-MAKING

- A. The District shall provide the training and staff development to support accountability/site-based decision-making activities. Teachers shall be given release time to attend these programs.
- B. Participation on the SAC shall not serve as a basis for the evaluation of any teacher.
- C. A minimum of three teachers from each school shall serve on their school's budget advisory committee formed for the purpose of making recommendations on the school's general fund budget. Teacher members shall be elected by the faculty.
- D. Waivers
 1. If any part of an accountability restructuring agreement is contrary to the terms of the Contract, a waiver must be obtained from the Association. In order to request a waiver, a 3/4 vote by secret ballot conducted by the site Association representative of the teachers at the work-site is required. The waiver must be set forth in writing, specify the contractual provisions to be waived, the nature of the waiver, and the teachers to be affected. Any such waiver must be renewed on an annual basis.
 2. In the alternative, if either party, as the result of an accountability restructuring agreement, proposes changes in the specific language of the Contract in lieu of an actual waiver of its provisions, the parties shall meet in good faith in an attempt to reach mutual agreement.
 - a. Upon reaching agreement, said changes must then be approved annually by a 3/4 vote of the teachers at the work-site and a majority vote of the School

- Board. Upon ratification, such changes will become part of the Contract, but applicable only at the affected work-site, and shall remain in effect until further changes are made in accordance with this section.
- b. If agreement is not reached within 30 calendar days of receipt of the proposal, unless there has been an extension of timelines by mutual agreement, no changes will be made in terms of the contractual provisions relating to that specific accountability restructuring agreement, except that the issue may be re-addressed after a period of six months.
3. Any dispute which may arise regarding the operating of an accountability/restructuring arrangement approved through a waiver shall be referred to the School Improvement Leadership Team Steering Committee whose final decision shall be put into writing, with copies sent to the administrator, and the Association.

ARTICLE XXI MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

ARTICLE XXII NO STRIKE CLAUSE

The Association agrees to comply with statutory provisions prohibiting strikes by public employees. In the event of any such violation during the term of the Contract the Association shall endeavor to return the employees to work as quickly as possible by:

- A. Delivering immediately to the Board a copy of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work.
- B. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Contract.

ARTICLE XXIII
DURATION

The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect, except as modified in accordance with the provisions of this Contract, through and including June 30, 2006.

Collaborative Bargaining Leadership Team Members

Emma Newton
Nancy Gray-Conti
Mary Alford
Leigh Ann Blackmore
Patricia R. Brown
Grace Ann C. Cabrera
Mike Cahill
C. Anne Calandrino
Katherine Clark
Angela C. Curry
David DeMond
Patricia DeNoon
John Edwards
William R. Gordon

John Hawco
Lonnie Hunter
Sonya Jackson
Patty Masciantoni
Thomas C. Myers
Joseph McCoy
Cliff McInturff
Janice Nicholson
Margart Osteen
Albert Pagan
Sharon Siegel
Michelle Vanderley
Angela Williams
Thomas Winters

**Signature Page
2005-2006 Contract**

School Board of Orange County, Florida



Timothy R. Shea
Chairman of the Board

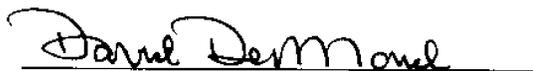


Ronald Blocker
Superintendent



Emma Newton
Chief Human Resources Officer
Chief Negotiator

Orange County Classroom Teachers Association



David DeMond
President



Nancy Gray-Conti
Executive Director

APPENDIX A
INSTRUCTIONAL SALARY SCHEDULE
2005-2006

Years of Experience	Bachelors Degree
0	\$33,547
1	\$33,941
2	\$34,047
3	\$34,125
4	\$34,336
5	\$34,973
6	\$35,623
7	\$36,224
8	\$36,835
9	\$37,456
10	\$38,090
11	\$38,578
12	\$39,389
13	\$40,079
14	\$40,758
15	\$41,544
16	\$42,782
17	\$44,798
18	\$47,000
19	\$50,470
20-24	\$53,750
25	\$54,500
25A	\$54,500

Advanced Degrees

Masters: \$2,340
Specialists: \$3,588
Doctorate: \$4,732

Note: In order to receive credit for advanced degrees, (Masters, Specialists or Doctorate) employees must provide an official transcript of record showing the award of the earned degree to Personnel Services.

Eleven month employees: Add .10 of Salary
Twelve month employees: Add .20 of Salary

Non Degreed Registered Nurses: 3 years of work experience shall serve in lieu of a Bachelor's Degree.

Adjuncts/Technical Adult: Placement at Step 0 and based on degree or its equivalent.

The degree or its vocational equivalent is as defined in Article VIII, Section M.

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 Personnel Services.

5% Pay for Performance Supplement: A one time supplement equal to 5% of their regular salary will be made to the instructional employee who has met the qualifications. This supplement is in addition to their regular salary. Instructional personnel must meet all requirements to be eligible for this supplement. Specific directions regarding eligibility are found in the 2005-06 Assessment Systems Procedures Manual.

APPENDIX A-1 MERIT AWARDS

The Merit Awards plan will include:

A. The total amount for Merit Awards for 2005-2006 shall be \$100,000.00.

B. Teacher of the Year

1. The amount of \$75,000 will be divided equally among teachers of the year at each work site and candidates for National Board for Professional Teaching Standards. Teachers of the Year finalists will not be eligible for both awards. Final determination of the amount of the award will be made after the annual deadline of June 15.
2. Each of the five finalists for Orange County Teacher of the Year shall receive a \$5,000.00 one-time merit award. This award will be presented at the annual Teacher of the Year Awards Ceremony.

C. National Board for Professional Teaching Standards

1. Any teacher showing documentation of submission of a completed portfolio by June 15 of the current school year to the National Board for Professional Teaching Standards shall receive a one-time merit award equal to B.1. above.
2. Documentation of submission of the portfolio shall be a copy of the Portfolio Receipt Acknowledgment from the National Board for Professional Teaching Standards. This copy should be sent to the designated district office.

D. State Bonuses

State bonus money will be distributed in a timely manner and in a lump sum unless otherwise specified.

APPENDIX B
2005-2006 Supplement Schedule
High School Athletic Supplements

	Unendorsed					Endorsed				
		0-3	4-6	7-14	15 +		0-3	4-6	7-14	15 +
Athletic Management	Athletic Trainer, Cert	3299	3695	4124	4619	Athletic Trainer, Cert	3959	4434	4949	5543
	Athletic Director	2733	3060	3416	3826	Athletic Director	3279	3672	4099	4591
	Asst. Athletic Dir	1367	1531	1708	1913	Asst. Athletic Dir	1640	1837	2050	2296
	Athletic Business Mgr	1781	1955	2226	2493	Athletic Business Mgr	2173	2434	2716	3042
Group II	Football	3070	3438.4	3838	4298	Football	3684	4126	4605	5158
	Football Asst	2047	2292	2558	2865	Football Asst	2456	2751	3070	3438
Group III	Basketball	2456	2751	3070	3438	Basketball	2947	3301	3684	4126
	Basketball Asst	1637	1834	2047	2292	Basketball Asst	1965	2200	2456	2751
Group IV	Baseball	1996	2235	2495	2794	Baseball	2395	2682	2994	3353
	Softball					Softball				
	Soccer					Soccer				
	Swimming					Swimming				
	Track					Track				
	Wrestling					Wrestling				
	Baseball Asst	1331	1490	1663	1863	Baseball Asst	1597	1788	1996	2235
	Softball Asst					Softball Asst				
	Soccer Asst					Soccer Asst				
	Swimming Asst					Swimming Asst				
Track Asst					Track Asst					
Wrestling Asst					Wrestling Asst					
Group V	Cheerleading	1781	1995	2226	2493	Cheerleading	2137	2393	2671	2992
	Volleyball					Volleyball				
	Cheerleading Asst	1187	1330	1484	1662	Cheerleading Asst	1425	1596	1781	1995

	Unendorsed Volleyball Asst					Endorsed Volleyball Asst				
	Unendorsed	0-3	4-6	7-14	15 +	Endorsed	0-3	4-6	7-14	15 +
Group VI	Flag Football	1535	1719	1919	2149	Flag Football	1842	2063	2303	2579
	Lacrosse					Lacrosse				
	Flag Football Asst	1023	1146	1279	1433	Flag Football Asst	1228	1375	1535	1719
	Lacrosse Asst					Lacrosse Asst				
Group VII	Rhythmic Gym	1320	1478	1650	1848	Rhythmic Gym	1584	1774	1980	2218
	Water Polo					Water Polo				
	Crew					Crew				
	Rhy Gym Asst	880	986	1100	1232	Rhy Gym Asst	1056	1183	1320	1478
	Water Polo Asst					Water Polo Asst				
	Crew Asst					Crew Asst				
Group VIII	Cross Country	1136	1272	1420	1590	Cross Country	1363	1527	1704	1908
	Tennis					Tennis				
	Weightlifting					Weightlifting				
	Golf					Golf				
	Cross Country Asst	757	848	947	1060	Cross Country Asst	909	1018	1136	1272
	Tennis Asst					Tennis Asst				
	Weight Asst					Weight Asst				
	Golf Asst					Golf Asst				
Group IX	Special Olympics	1105	1238	1381	1547	Special Olympics	1326	1485	1658	1856
	Sports Abilities					Sports Abilities				
Group X	Bowling	860	963	1210	1478	Bowling	1032	1156	1452	1774
	Bowling Asst	573	642	806	985	Bowling Asst	688	771	968	1182

High School Non Athletic Supplements

	0-3	4-6	7-14	15 +
Band Director	3684	4126	4605	5158
Band Director Asst	2456	2751	3070	3438
Yearbook	3390	3797	4238	4746
Senior Class Sponsor	2397	2685	2996	3356
Student Council	2397	2685	2996	3356
Student Council Asst	1598	1790	1998	2237
Vocal Director	2211	2476	2764	3095
Vocal Director Asst	1474	1651	1843	2064
Orchestra Director	2211	2476	2764	3095
Drama/Thespian	2063	2311	2579	2888
Drama/Thespian Asst	1375	1540	1719	1925
JROTC	2063	2311	2579	2888
Forensics	2063	2311	2579	2888
Newspaper	1916	2146	2395	2682
Jr. Class Sponsor	1806	2023	2258	2528
Tech Ctr. Senior Class Sponsor	1658	1857	2073	2321

Other High School Supplements

Department Chair (2)	65	Agribusiness (4)	1236
Tech Center Team Leader (2)	65	FFA	618
Extra Curricular Activities (3)	400	Agribusiness Extended	278
Special Duty (3, 5)	690	Quiz Bowl	1200
Freshman Class Sponsor	400	Sophomore Class Sponsor	400

Middle School Athletic and Non Athletic Supplements

	0-3 years	4-6 years	7-14 years	15+ years		0-3 years	4-6 years	7-14 years	15+ years
(Non Endorsed)					(Endorsed)				
Activities Coordinator	1503	1684	1879	2105	Activities Coordinator	1804	2020	2255	2526
Head Coach, Sports	1053	1179	1316	1474	Head Coach, Sports	1263	1415	1579	1768
Asst. Coach, Sports	702	786	877	982	Asst. Coach, Sports	842	943	1053	1179
Special Olympics Sports Abilities	1105	1238	1381	1547	Special Olympics Sports Abilities	1326	1485	1658	1856
					<hr/>				
Sports:					Band Director	2211	2476	2764	3095
Soccer, Volleyball					Asst. Band Director	1474	1651	1843	2064
Basketball, Track					Vocal Director	1326	1485	1658	1856
					Vocal Asst.	884	990	1105	1238
					Orchestra Director	1326	1485	1658	1856

Other Middle School Supplements

Department Chair (2)	43	Agribusiness	1236
Team Leader	937	Agribusiness Extended	278
Extra Curricular Activities	400	FFA	618
Intramural Coordinator	1521	Special Duty	690

Elementary Athletics

	0-3 years	4-6 years	7-14 years	15+ years		0-3 years	4-6 years	7-14 years	15+ years
(Non Endorsed)					(Endorsed)				
Special Olympics Sports Abilities	1105	1238	1381	1547	Special Olympics Sports Abilities	1326	1485	1658	1856

Other Elementary School Supplements

Events Coordinator	802	Special Duty	690
Music Sponsor	773	Safety Patrol Sponsor	1000
Elementary Activity	450	Grade Level Chair/Individual	65
		Grade Experience Team	
		Leader	

Footnotes:

1. Based on 3 season year
2. Per full-time or half-time equivalent teacher in the department/grade level chair
3. Halving or quartering of the supplement is permitted
4. These supplements are designed for utilization in conjunction with a primary teaching job
5. One unit per school has been designated for coordinating the wellness program, also subject to halving or quartering

An employee holding a supplemented position may voluntarily relinquish the position provided s/he notifies the administrator at the earliest possible date. The administrator will notify the employee as soon as feasible if the employee will be terminated in the supplemental position. If the supplement receiver is terminated, the reason(s) will be provided upon request.

If an employee resigns the supplemental duty late or separates 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 supplement duties were performed.

Supplements for assistant coaches shall be two-thirds of the corresponding rate for coaches in the same sport.

When coaching both the boys' and girls' team of the same sport, a coach shall be paid full supplements for both sports upon the recommendation of the administrator and approval by the Program Specialist for Athletics, Extracurricular Programs and Driver's Education.

Coaches may obtain approved Department of Education coaching endorsement either through in-service points or equivalent college credit. Supplemental pay adjustments shall be retroactive to the beginning of the school year in which the endorsement is earned.

Athletic directors may be granted an amount of time equivalent to at least one teaching period per day to perform those duties, which cannot be accomplished after the duty day.

The District and the Association shall continue working through its joint supplement committee. The committee shall submit its recommendations to each of the parties by May 1 for use of that bargaining year.

The parties agree that supplements may be expanded or added to the Contract to fulfill requirements for Other Interscholastic Athletic Opportunities. If a new supplement is added, the parties will meet to negotiate the amount.

APPENDIX B-1
CATEGORICAL SUPPLEMENTS

All Schools:

Mentorship Program	
Instructional Coach	\$700
Mentor	\$200/protégé *
Alternative Certification Program Mentor	\$400

The performance of a protégé shall not negatively impact the assessment of the mentor or the instructional coach.

* Pay pro-rated on a ten-month year.

The continuation of these supplements is contingent upon available fundings.

**APPENDIX C
PAID HOLIDAYS
2005-06**

TEN AND ELEVEN MONTH EMPLOYEES

Holiday	Day	Date
Labor Day	Monday	September 5, 2005
Thanksgiving*	Thursday & Friday	November 24-25, 2005
New Year's Day	Monday	January 2, 2006
Martin Luther King Jr. Day	Monday	January 16, 2006
Spring Holiday	Friday	April 21, 2006

*The work year for ten-month teachers ends on May 25, 2006, which is before Memorial Day which is Monday, May 29, 2006. Therefore, Friday, November 25, 2005, becomes the sixth paid holiday.

TWELVE MONTH EMPLOYEES

Holiday	Day	Date
Independence Day	Monday	July 4, 2005
Labor Day	Monday	September 5, 2005
Thanksgiving Holidays	Thursday & Friday	November 24-25, 2005
Winter Holidays	Friday & Monday	December 23 & 26, 2005
New Year's Day	Monday	January 2, 2006
Martin Luther King Jr. Day	Monday	January 16, 2006
Memorial Day	Monday	May 29, 2006

APPENDIX D

HEALTH INSURANCE COVERAGE

For the school year 2005-2006, the board agrees to fund cost increase in all health insurance plans up to the funding level of the 2004-2005 average premium cost. (Also see Article XVII A 1.)

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. Deductibles shall be as follows:

	In-Network Individual*	Out-of-Network Individual*	All Plans Annual Out-of Pocket Maximum**
Annual Base Salary			
To \$10,000	\$100	\$200	\$2,000
\$10,001-\$20,000	\$225	\$350	\$3,000
\$20,001 to \$40,000	\$250	\$400	\$4,000
Over \$40,000	\$400	\$600	\$5,000

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

** Out-of pocket annual maximums shall not include any deductibles.

In-network and out-of-network deductibles shall accumulate separately. Deductibles paid for services rendered during the last three months of a calendar year shall apply toward the next calendar year. There shall be no deductible for the select in-network option.

2. In-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 60 percent of the in-network fee schedule.
3. The Exclusive Provider Organization Plans shall require a \$15 co-payment for each Primary Care Physician visit.
4. A prescription plan shall be provided at a \$10 charge for generic drugs for a 30-day supply and a \$20 charge for formulary drugs for a 30-day supply, and a \$40 charge for non-formulary drugs for a 30-day supply at participating network pharmacies. Employees using out-of-network pharmacies for prescription drugs will pay the co-pay plus the difference in cost between out-of-network and network cost to the plan.

5. The cost of a second diagnostic opinion, when required by the plan; Hospice treatment to a lifetime maximum of \$7,500 with limits of \$150 per day and \$25 per session.
- B. Preferred Provider Organization coverage for medically necessary home health care shall be as provided in the Plan Document.
 - C. Child-care health supervision services shall be \$10 or \$15 per visit.
 - D. A non-deductible mammography benefit shall be provided.
 - E. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
 - F. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the third party administrator seven 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 on non-emergencies and could result in a \$500 penalty if not followed. Emergency admissions must contact the Third-Party Administrator (TPA) within 24 hours following the admission.
 - G. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a major case management review may be requested by the affected employee.
 1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. Five permanent 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 JCAHO 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 major 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 will take final action in an expeditious manner.
- H. Employees who select an alternative to health insurance as set forth in Article XVIII, Section B shall have the option of choosing either of the following:
- 1. A \$225 per day in-hospital indemnity plan, an additional \$10,000 term life insurance policy, and the prescription plan outlined in A.3. above, or
 - 2. A disability program providing eligible coverage not to exceed \$1,200 per month, \$10,000 of accidental death and dismemberment coverage and vision insurance.

APPENDIX E

SICK LEAVE BANK

The Orange County Public Schools Employees Sick Leave Bank, hereinafter referred to as the Bank, 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 essential daily living activities. This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

- 1. The Bank shall have two enrollment periods yearly, during the first 30 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 Bank. The employee shall contribute one sick leave day to the Bank 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 Bank 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. An additional sick leave day shall be assessed if the balance of the Bank 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 the day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the Bank.
5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the Bank.
6. Any member who wishes to discontinue membership in the Bank may do so during any enrollment period. Receipt of the withdrawal form by the Personnel Department shall, at the end of that work day, immediately terminate all rights and obligations of the employee as a member of the Bank.
7. If the Bank cannot be replenished, 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 Bank except as outlined in Section E.

B. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 days of absence within a thirty duty day period.
2. Subject to Section A.7. above, a member shall draw from the Bank up to a maximum of 100 paid sick leave days per 12-month period commencing on the first day of paid sick leave from the Bank. The lifetime maximum for any one illness, accident or injury shall be 100 days.
3. Illness or conditions which were known to exist prior to an employee becoming a member shall not be covered for the first 12 months of membership. Exceptions based upon recommendations from the Employee Assistance Program will be considered.
4. A member shall be eligible for the use of the Bank if the member is on Workers' Compensation. Sick leave days drawn from the Bank shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.

5. A member who is receiving illness-in-the-line-of-duty leave shall be eligible for Bank benefits upon the depletion of all available sick leave days.
6. The Bank will not provide benefits to those members having surgery which is not medically necessary or in normal maternity-related cases where being homebound is recommended as a precaution to bring a pregnancy to full term.
7. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within 20 work days, Bank benefits shall continue until retirement benefits begin, subject to Section B.2. above. If the employee does not apply for retirement benefits, Bank benefits shall cease as of the 21st day.
8. If active service is terminated by death, Bank benefits shall cease upon the day that death occurs.

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

1. All accumulated sick leave must first be expended, except that an application for Bank days may be submitted at any time during an illness.
2. Any sick leave drawn from the Bank 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.
3. A written request must be made to the Personnel Department and received within 90 calendar days of the first day for which Bank days could have been drawn. The request shall have attached a doctor's statement on a form provided by the Personnel 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.
4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following the next Sick Leave Bank Committee meeting.

D. Administration and Governance

1. A Sick Leave Bank Committee designated by the Superintendent will administer the Bank and determine the validity of claims against the Bank. Such determinations shall be expedited in cases of extreme hardship. If the claim of a member is denied, the employee shall be provided the reason in writing, with a copy sent to the Association. The employee may request, in writing, reconsideration of the decision within two work days of receipt of the denial. If

this fails to resolve the dispute, the matter shall be subject to the grievance procedure.

2. Quarterly reports of usage of the Bank shall be available upon request to members. A copy shall be provided to the Association. The report shall include the number of days used and the reasons for usage.
3. For the purpose of Bank administration, the most recently ratified with CTA or OESPA shall apply.

E. Abuse of Benefits

1. Reported abuse of the Bank shall be investigated by the Superintendent and, on a finding of wrongdoing, the member shall be required to repay sick days drawn from the Bank. 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. Alleged abuse of the Bank may be considered grounds for disciplinary action in accordance with Article XII.
3. Proven abuse of the Bank shall result in permanent termination of membership from the Bank.

APPENDIX F REGISTERED NURSES

A. The following articles and sections are not applicable to registered nurses:

1. Article VI, Section P.6.
2. Article VII
3. Article VIII, Sections A - I., K,O and S.
4. Article IX, Sections B., C., D., and G.8. and 9.
5. Article XI, Section D.
6. Article XII, Section C.5.(all) and D.
7. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
8. Article XV, Sections F., G., and H.
9. Article XVI, Sections C., D., J., N. and O.

- 10. Article XVII, Sections H. and O.
- 11. Article XVIII, Section E.1.
- B. The work year for registered nurses shall be 196 days including six paid holidays.
- C Any employment beyond the 196 days per year shall be considered as extended employment, and be based upon the daily rate of pay.
- D The probationary period shall be for three years, in accordance with the following:
 - 1. During any of the first three years of employment, termination shall be for cause only.
 - 2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.
- E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.
- F. Salary credit for nursing work experience from outside the District shall be granted, to a maximum of 15 years, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.
- G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.

APPENDIX G

ADJUNCTS/TECHNICAL ADULT

- A. The adjunct/technical adult must hold at least a part time certificate, in-field, and meet two or more of the following criteria: work in an agency partnership, work off-site, teach courses rather than a program, generate either continuing Career and Technical Education funding or teach a fee supported class, teach a start-up class, or fill a temporary need position.
- B. If the contract between the District and the agency is terminated for any reason, the employee shall have no right or expectation of continued employment with the District.
- C. Continuing employment shall be contingent upon performance being satisfactory to the administrator and the agency. The employee shall not be entitled to an annual, continuing or professional services contract.
- D. The employee may be suspended or dismissed at any time during the year based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude.
- E. Seniority is defined as being among the adjuncts/technical adult at their specific work location and within the courses they teach and, for those hired at the time of ratification of this memorandum of understanding, is retroactive to September 24, 1996 or the date of hire, whichever is later.
- F. Transfers will be from among the adjuncts/technical adult at their specific work location and within the courses they teach.
- G. Salary placement will be at Step 0 of Appendix A and employees will have membership in the Florida Retirement System.
- H. Assessment will be conducted by the respective administrator with input from the agency involved. The Association will be provided the opportunity for input in the assessment process to be used.
- I. Any discipline of an employee shall be only for just cause, and shall be imposed only for poor performance, or a violation of an expressed rule, an expressed order, an expressed policy, or a reasonable expectation of management which reasonably should have been known to the employee. Discipline shall be appropriate to the allegation and shall be limited to oral reprimand, written reprimand, or dismissal.
- J. Employees shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.

K. The following articles/sections of the Contract are not applicable to adjuncts/technical adult:

Article VIII, Sections A. - I., K., O. and S

Article IX, Sections C. - E., G., and H.

Article X

Article XI, Section D.

Article XII, all except Section C.6.

Article XIII

Article XIV, Sections D., E., L., Q. and U.

Article XV, Sections F. - H., I.3.-6., 7.d.

Article XVI, Sections A. - C., E., J., L., N., and O.

Article XVIII, Section E.1.

Appendix F

GLOSSARY

Administrator - The principal who is responsible for a school, or, an assistant principal or manager who may be delegated a worksite responsibility in this contract.

Assignment - The subject area(s) or grade level designated by the administrator.

Base School - The school which records an employee's attendance.

Bilingual Teacher - A classroom teacher who is required to have bilingual or ESOL certification for his/her assignment.

Board (or School Board) - Appropriate Administrative staff, except where obvious by the context, who may be delegated the authority and responsibility to implement this contract.

Business Day - A day that the district administrative offices are officially open for business.

Continuing Contract - Contractual status of a continuing nature, which shall include both a Professional Service Contract (PSC) of a continuing nature and a Continuing Contract as defined by Florida Statutes.

Day - A calendar day.

Directive – A Directive is a statement of performance expectation by an administrator and is not considered to be a form of discipline.

Duty Day - A day on which an employee is required to be at work.

Employee - Any member of the bargaining unit, as set forth in Article I.

Exclusive Provider Organization Health Plan: A health option that requires benefits to be provided within a specified network of facilities and providers. Coverage for out-of-network services is only provided for out-of-area emergencies.

Flexible Scheduling - A schedule whereby the media specialist's contact time includes time when s/he is available for any student who enters the media center without being assigned a particular group of students on regular schedule.

Formulary drugs: A list of preferred brand name drugs, within therapeutic categories that do not have a generic equivalent. Preference is determined by the pharmacy benefit manager and is subject to change at the discretion of the pharmacy benefit manager.

Immediate Family - An employee's spouse, parent, sibling, child, grandparent, grandchild, in-laws of the same, parent's siblings and their children, and other persons of the employee's household, as set forth in Florida Statutes. For the benefits and leave granted in compliance with the Family and Medical Leave Act of 1993, only the employee's spouse, parent, or child shall be considered immediate family.

Non-Formulary Drugs: Brand name drugs that are not listed as a Formulary Drug. The pharmacy benefit manager determines the drugs considered non-formulary, and it is subject to change at the discretion of the pharmacy benefit manager. Brand name drugs that have a generic equivalent and are not listed as a Formulary Drug are subject to additional co-payments.

Long-Term Leave - Any continuous leave in excess of 20 duty days.

Non-Student Contact Day - A day when employees are required to be at work but students are not required to be in attendance.

Peer Teacher - An experienced teacher who holds a valid regular certificate and, preferably, teaches at the same level, in the same subject area, or the same service area as a beginning teacher, and supports the beginning teacher as a part of the Professional Orientation Program.

Preplanning and Post-Planning Day - A non-student contact day before and after the student year, respectively.

President - The elected president of the Association or the designee to whom the President may delegate a responsibility in this contract.

Rover - A teacher in a multi-track year-round school who changes room assignments at the beginning of each track change.

Scheduled Holiday - A weekday, during the student calendar year, when students are not required to be in attendance.

School - The facility or work-site to which an employee is assigned.

Seniority - The length of time an employee has served in the District based upon the most recent period of full-time continuous employment, exclusive of long-term leaves of absence without pay and exclusive of time earned by employees prior to their entering the bargaining unit if they have changed positions to do so. Half-time experience shall count as one-half of full-time experience for the purpose of calculating seniority.

Staff Development and In-service days - Staff development and in-service are terms that may be used interchangeably to identify activities and programs that are conducted to meet the needs of the district, school/work location or the individual employee.

Student Contact Day - A day when students are required to be in attendance at school.

Student Contact Time - Time when teachers are assigned responsibility for students.

Superintendent - The Superintendent or a district-level administrator to whom the Superintendent may delegate a responsibility in this contract.

Supplement - Additional salary for which an employee performs extra duties and/or responsibilities before, during or after the regular workday.

Teacher - A certified employee of the bargaining unit.

Urban Cohort Schools: Urban Cohort schools are designated by the district. The faculties at these schools may be offered up to ten days of training at their daily rate of pay.

The School Board of Orange County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law. The Equal Opportunity supervisor responsible for compliance is Emma Newton, Chief Human Resources Officer, Human Resources & Labor Relations, and she may be contacted at the Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801, 407-317-3239.