

## ARTICLE XVI

### SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the first duty day of the current school year. For school year ~~2024-25~~ 2025-26, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

**For the 2025-26 school year, the parties agree to allocate \$2 million to increase the minimum salary for the Salary Structure for Performance Pay (Appendix A) to \$50,000 and to make compression adjustments based on experience. Any teacher whose current salary falls below the experience range minimums will receive an increase to the new range minimum effective with the employee's first duty day of the 2025-26 school year.**

Compression Adjustment	
Years of Exp	Experience Range Minimum
0-1	\$50,000
2-4	\$50,225
5-9	\$50,575
10-14	\$51,000
15-19	\$53,000
20-24	\$55,000
25-29	\$60,000
30-31	\$65,000
32+	\$70,000

1. There will be a cost of living adjustment of ~~0.20%~~ 1% for all personnel regardless of instructional practice score.
2. Teachers with a summative performance rating of Effective shall receive an additional ~~1.50%~~ 3.01%.
3. Teachers with a summative performance rating of Highly Effective shall receive an additional ~~2.05%~~ 4.01%.

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4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.
5. **Retention Fairness Adjustment. Effective the 2025–26 school year, each instructional personnel's base salary shall be recalculated to include the cost of living adjustment, applicable summative performance rating increase and, if applicable, any Compression Adjustment. In comparing (a) the instructional personnel's total FY2024–25 base salary, including the 2024–25 Retention Supplement, with (b) the instructional personnel's FY2025–26 base salary including the cost of living adjustment, summative performance rating increase and Compression Adjustment, no instructional personnel shall receive a FY2025–26 base salary increase of less than their proportionate share of a 5 million dollar Retention Fairness Adjustment.**
6. **Referendum Funds: [Proposal to be made at upcoming session].**

B. Differential Pay

1. Supplement for Advanced Degrees
  - a. The Advanced Degree Supplement shall be subject to the following:
    - 1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
    - 2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.

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- 3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
- b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.
- c. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.

2. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
3. Supplement Handbook
  - a. The Board shall publish and post a Supplement Handbook on the websites: [www.ocps.net/es/laborrelations](http://www.ocps.net/es/laborrelations) and [www.orangectafea.aft.org](http://www.orangectafea.aft.org).
  - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
  - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
4. Additional Period Pay
  - a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.

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- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience. based on the ~~current~~ previous year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/197 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
  - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.
  - 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.
  - 3) Class size requirements for the additional instructional period shall follow state guidelines

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- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

## 5. Irregular Schedule Pay

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

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

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

D. In-service training and planning on a non-duty day will be compensated at a minimum of \$75 for a three hour day and \$150 for a six hour day, provided the funding is available. Nonmonetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final

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ratification of the 2014- 15 contract. This language is not retroactive to the beginning of the 2014-15 SY.

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

F. Method of Payment

1. **Ten-Month Employees**

a. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. One (1) payment per year will be for eight days each and will occur during a pay period where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each, in so far as possible.

1) If requested in the MyOCPS portal,

- **No later than the last day of preplanning, ten-month teachers may select to defer 16% of their wages and shall be placed on deferred pay status. These employees will be paid the deferred monies in four separate paychecks on a bi-weekly schedule following the employee's final payment of the school year. Employees that choose this option may not change percentages until the following school year and no later than the last day of preplanning.**

2. **Eleven-Month Employees**

a. **Employees shall be paid bi-weekly. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year.**

3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.

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4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
  - a. Payment for high school winter sports will begin in November and for spring sports in February.
  - b. Payment for middle school sports will begin the month following the beginning of each sport season.
  - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last ~~duty day paycheck~~.
9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.

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

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

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

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

1. Teaching Experience

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

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

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

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- e. Paid holidays shall be counted in computations which apply to credit for teaching.
- f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.
- g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.
- h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.
- i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
- j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.

## 2. Work Experience

- a. All years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to school psychologists, social workers, audiologists, and speech therapists. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

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- 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 for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
- g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.

### 3. JROTC

- a. It is understood the JROTC instructor will have retired from active military duty.
- b. The following procedures shall apply to pay upon hire:

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- 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.
- 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.
- 3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.
- 4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.

- c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.
- d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.

4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.
5. Former employees who are re-hired shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.

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- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive to the beginning of the school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.
- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
  1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
  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.

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5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
6. The teacher shall be entitled to Association representation throughout this procedure.
7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.

L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.

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## **ARTICLE XIV** **DUTY DAY**

- A. Except as otherwise provided in this Contract, the employee duty day shall be seven hours and 30 minutes including a duty-free lunch, or 37 ½ hours per week total.
- B. As part of an ongoing program of school improvement, and in recognition of individual schools' needs to be given increased responsibility for site-based decision making, the parties agree to the following relating to the employee duty day:
  1. The duly elected Faculty Advisory Committee and the administrator, with input from the school staff may mutually agree on scheduling arrangements for teachers to include, teaching load(s), student contact time, planning time, duty time, extended- duty assignments, compensatory time, coverage of classes in lieu of using substitutes, scheduling of elementary teachers, the use of flexible time blocks, common planning time, end of course testing schedules, scheduling of special area teachers and the implementation of any mandated school wide programs which affect any of the provisions found in this article. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers to this process for consideration.
  2. Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. The agreement(s) shall remain in effect until the end of the school year. The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.
  3. In the absence of mutual agreement, the following provisions shall apply to those areas where such agreement cannot be reached:
    - a. When an emergency situation arises, an extended duty assignment beyond the regular duty day may be made. When such becomes necessary, volunteers shall be sought first. If no one volunteers, consideration shall be given to the employees' personal commitments which cannot be rescheduled. Employees so assigned shall be allowed to take an equal amount of time off during non-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.

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- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.
- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.
- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle and high school teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. Post-secondary teachers shall have an average daily planning time of at least 50 minutes, at least 35 of which shall be contiguous.

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

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

**Administrators shall meet with non-classroom teachers to collaboratively develop a written schedule that ensures daily contiguous planning time. The schedule shall be finalized by the end of preplanning.**

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

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

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

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and misses less than a quarter day of work;

- b. a teacher needs one or two periods of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
- c. a teacher leaves early due to a doctor's appointment;
- d. a Kelly Services substitute arrives after the start of a work day; or
- e. teachers are released to attend professional development either off-site or on- site.

4. School administrators are precluded from cancelling substitutes and will be notified of such limitation on their authority.
5. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.
6. Any non-classroom teacher who is required to assume additional responsibilities due to the absence of another employee shall be compensated at the absent employee's hourly rate for all time spent performing those additional responsibilities. Such compensation shall be in addition to the employee's regular salary and reflected in the next applicable pay period.

D. Media centers in all schools shall observe a flexible schedule.

E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.

1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
3. If district-wide ratios for students to social workers not assigned to schools exceed

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the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.

4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
5. **The District shall ensure that the placement of students with an active Individualized Education Plan (IEP), Educational Plan (EP), Section 504 Plan, ESOL (English for Speakers of Other Languages) / ELL (English Language Learner) and/or documented behavioral support needs is equitably distributed among teachers in a manner that promotes instructional balance and supports the educational success of all students, while also considering the professional capacity and workload of individual teachers.**

F. Employees shall check (✓) in and out upon arrival and departure from their work site.

G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.

H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.

I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.

J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.

K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These

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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 **25–30** minutes for lunch (**except for elementary teachers on Wednesdays when they will receive a minimum of 25 minutes**), which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.
- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.

P. Irregular Scheduling

- 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
  - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
  - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.

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- c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.
- 2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.
- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No

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meetings, workshops or professional development will be scheduled during this time.

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

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**BB. Use of Artificial Intelligence (AI)**

1. At the beginning of each school year, bargaining unit members will be provided with a list of District approved AI platforms which may be utilized by a teacher for instructional purposes.
2. If, during the school year, the District approves any additional AI platform(s) which may be used by a teacher of instructional purposes, it will provide notification to bargaining unit members and to the Union, and will provide training on how to use the platform(s).
3. Bargaining unit members shall not be disciplined or held responsible when students fail to follow instructions or misuse AI platform(s); for any technological malfunctions or errors generated by such platforms; or for any information or responses generated by such platforms. If a teacher becomes aware of a student's failure to follow instructions or misuse of an AI platform, he/she shall take action to correct the student's noncompliance.

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## **ARTICLE IV ASSOCIATION RIGHTS**

- A. Duly authorized representatives of the Association shall be permitted to meet with employees, subject to the following:
  1. The representative(s) shall check in and out at the work location upon arrival and departure.
  2. Visits with employees at their work location shall not be permitted during student contact time or during a period of assigned duty. Visits with individual teachers shall not require prior notice.
  3. The administrator will facilitate the visit by assigning a reasonable location for the Association representative to confer with employees. The location should provide a reasonable degree of privacy so that the union and employee(s) may speak confidentially. Further, when reasonably possible such location should not be adjacent to the administration offices.
  4. Upon request, the representative(s) shall have his/her presence announced by the posting of a notice and/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. The Association, with the administrator's consent, shall be permitted to use a work location's facilities for holding meetings which include employees from other work locations, provided such meetings are held outside the employee duty day and the Association bears the actual cost of such meetings at the lowest cost category.
  6. 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.
  7. If new employee orientation(s) are held during the school year, the Association will be notified at least two (2) weeks prior to the opening session(s) of the orientation(s). Subsequently, the District will receive notification from the Association one (1) week prior with their intent to attend the orientation session. The CTA President/designee

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will be given the same opportunity to speak to new employees as at the district- wide orientation.

**B. Site Association Representatives**

1. 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. Once a month the site Association Representative(s) shall be given the opportunity to hold a meeting during non-student contact time of all instructional personnel at a school site to make announcements relating to Association business. Attendance by employees shall be voluntary. The site Association Representative(s) shall be given an opportunity to send an Association-approved email message related to Association business to all instructional personnel at a school site.
2. The site Association Representative may use the work location'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.
3. When the site Association Representatives are either involuntary transferred, or have grade/subject assignment changes and room changes on the work location's campus, the transfer or changes, shall be reviewed by the CTA President and the Superintendent or their designee. The site Association representative must request such a review in writing, and submit the request to the Association within ten (10) days of the transfer or change.
4. 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.
5. The Association shall provide and maintain a current list of site Associations Representatives and provide such a list and updates to the Human Resources Department designee(s).
6. The site Association Representative and the Administrator may meet monthly to discuss implementation of the contract and issued within the work location.

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- C. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater access rights than the Association.
- D. 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 site Association representative. The President/designee shall have input into the decision.
    - c. Only the Association Representative or his/her designee may post or remove information on the bulletin board space.
  - 2. 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 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/communications derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Association may send out flyers on behalf of each candidate for the Association office.
    - 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

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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.
3. The Association will be permitted to use employee worksite and electronic mailboxes (email). However, the District may deny permission for the Association to use the District's email system if it fails to comply with the provisions of this Section or Section  
D.4.of Article IV.
4. The Superintendent or designee shall receive a copy of all materials/communications to be distributed district-wide, either through the courier or through email, at least one business day prior to distribution. This shall include Association approved email messages distributed through site association representative(s). The administrator shall receive a copy of all materials/communications to be distributed in the school. When the Association disseminates information without utilizing any District resources such as mailbox, email or courier, the Association is not required to produce a copy to any administrator. Emails that are notices for Association meetings at the Association's office do not have to be sent to the District.

E. Association Leave

1. The Superintendent will recommend and the Board will approve, the duly elected president of the Association, a leave of absence to serve as the CTA president for the term of his/her presidency. The district will serve as the fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges by placing the president in an assigned department for payroll purposes only. The Association shall reimburse the Board 100% of any and all sums paid to or on behalf of said president. The Association agrees to hold harmless the School Board for all claims that arise from actions that occur while the CTA president serves in office. Optional insurance coverage may be continued by paying the premiums due during the approved leave of absence. The bill for the optional insurance coverage will be sent directly to the president to continue the insurance plans.

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.

For evaluation purposes, the President shall be classified as Category 4 during the years served in office. However, during the first year in office, any salary increases based on the previous year's evaluation scores shall be applied to his/her salary. In subsequent years, while the president is classified as a Category 4 s/he shall receive increases designated as an across the board raise.

2. The Association shall be granted 2% of membership but not less than 105 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. If the leave is used for a purpose other than direct representational activities, then the CTA will reimburse the District for said leave, and such leave time will not be deducted from the granted Association leave.
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 (3) regularly scheduled meetings per month. Bargaining Team members and Joint Committee members shall be allowed to leave school at the end of the day for one (1) regularly scheduled meeting per month.

F. 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. A monthly 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.
- 6. Rules and procedures outlined in school handbooks shall not violate board policies or provisions in this contract. When requested to sign the handbook, the signature of the teacher indicates receipt and review of the handbook.

G. 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.

H. The Association shall be notified and allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda for comment, and supplied copies of materials distributed to the trustees.

I. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.

J. 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.

**K. 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. No changes shall be made in the Supplement Handbook without the two parties meeting to negotiate the 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.

L. 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.

M. 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.

**N. Beginning at the start of the 2026-27 school year, in addition to any other payroll deduction established by this Agreement and upon written authorization from the employee, the District agrees to provide four additional payroll deduction slots for the purpose of union benefits programs or services that are made available to both dues paying and non-dues paying bargaining unit employees. These payroll deduction slots shall not be used for dues, assessments, lobbying, political action, or any purpose other than providing benefits or services directly to the individual employee authorizing the deduction. The District will be provided any information to verify compliance with this limitation upon its written request to the Association.**