SETTLEMENT AGREEMENT

Whereas the parties have pending grievances and lawsuits over the District's issuance of directives to the members of the bargaining units; and

WHEREAS the parties desire to reach an agreement as to the format and content of a directive in order to resolve their pending disputes and to avoid future disputes, they hereby agree to the following:

1. The form and content of any directive issued by the District shall follow the format of the attached Exhibit "A"

2. Whenever possible, a directive shall quote the provision of any existing written management directive or policy on the subject. However, if there is no existing management directive or policy on the subject, the District may direct the employee by other language.

3. No directive shall state that the employee's conduct giving rise to the directive violated District policy or procedures.

4. The language "I trust you understand the seriousness of this matter and that it will not be necessary to address such concerns in the future shall be eliminated from future directives.

5. Any pending grievance over the issuance of directives shall be resolved as follows.

A. The Orange County Classroom Teachers Association ("CTA") and the Orange Education Support Professionals Association ("OESPA") will withdraw any grievance over an issued, non-expired directive containing language consistent with the terms of this Settlement Agreement.

B. The District will place in an envelope, which will be housed in the Legal Department, the directives and/or memorandum of concern regarding [redacted] in an envelope marked "No longer relevant for any purpose.

C. To the extent any pending grievances have directives which do not comport with Exhibit "A" attached, new directives shall be reissued to comport with Exhibit "A" above. The directives will be signed in these instances by the Director of Employee Relations. The parties acknowledge that this is not precedent-setting in any fashion, that the Director of Employee Relations shall not sign or issue any other directives, and that this procedure is done in order to quickly and efficiently settle the remaining pending grievances.

6. The Director of Employee Relations shall meet with the Executive Director of CTA and OESPA over the form and content of any directive prior to the filing of any grievance under the applicable Collective Bargaining Agreement. The first step of the grievance process shall be extended when necessary to allow time for the meeting to occur.

7. C. Based upon paragraph 5(B) above, the parties shall sign a Joint Stipulation of Dismissal of the cases of The School Board of Orange County Florida vs. the Orange County Classroom Teachers Association, Case No. 2010-CA-010432-O [redacted] and The School Board of Orange County, Florida vs. the Orange County Classroom Teachers Association, Case No. 2010-CA-005127-O [redacted]. Each party will bear its own attorney's fees and costs in those matters.

8. Directives will not be referenced in Administrative Complaints against teachers when the District seeks to terminate the employment of such teachers. However, the District has the right and may raise the issuance and subject matter of the directives in any subsequent administrative proceeding to the extent the teacher raises any issue regarding the issuance and subject matter of the directive or claims he/she was not aware that the conduct that was the subject matter of the directive was prohibited by the District.

9. No other document shall be issued with a directive summarizing any meeting between the supervisor and the employee regarding the directive.

10. Directives shall not be placed in the personnel file of employees when issued. They will remain in the employee's Employee Relations file.

Leigh Ann Blackmore
Director, Employee Relations

Barry Melamed
Executive Director, CTA and OESPA

John C. Palmerini, Esq.

Tobe Lev, Esq.